PROCEEDINGS OF THE COMMON COUNCIL
IN SPECIAL SESSION
SATURDAY, JULY 28 19 84

CITY OF FORT WAYNE, INDIANA
JOURNAL OF THE PROCEEDINGS
OF THE COMMON COUNCIL

THE COMMON COUNCIL OF THE CITY OF FORT WAYNE MET IN THE COUNCIL CHAMBERS Saturday MORNING ~~EVENING~~ July 28 A.D., 19 84, IN Special SESSION. PRESIDENT Ben A. Eisbart IN THE CHAIR, COUNCIL ATTORNEY Stanley A. Levine, AND Sandra E. Kennedy CLERK, AT THE DESK, PRESENT THE FOLLOWING MEMBERS VIZ:

BRADBURY Present, BURNS Present, EISBART Present,
GiaQUINTA Present, HENRY Present, REDD Present,
SCHMIDT Present, STIER Present, TALARICO Present,

ABSENT: None

COUNCILMAN: _____, _____, _____,

THE INVOCATION WAS GIVEN BY _____

THE MINUTES OF THE LAST REGULAR _____, 19____,

_____, 19____,

SPECIAL _____, 19____,

SESSION HAVING BEEN DELIVERED TO THE COUNCIL, WERE, ON MOTION, APPROVED AND PUBLISHED.

CALL CONSENT AND WAIVER OF NOTICE OF A SPECIAL MEETING OF THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA TO BE HELD SATURDAY, JULY 28, 1984 - 8:00 A.M. COUNCIL CHAMBERS

WE, THE UNDERSIGNED, BEING ALL OF THE MEMBERS OF THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, DO HEREBY CALL A SPECIAL MEETING OF SAID COUNCIL TO BE HELD ON SATURDAY, JULY 28, 1984 AT 8:00 A.M.,E.S.T., AND JOINTLY AND SEVERALLY WAIVE NOTICE OF THE TIME, PLACE AND PURPOSE OF SAID MEETING AND CONSENT THAT SAME BE HELD ON THE AFORESAID DATE FOR THE PURPOSE OF PLACING BILL NO. S-84-7-19 (as amended) for action and passage.

DATED THIS 26th day of July 1984

SANDRA E. KENNEDY, CITY CLERK

DEPT	LG	TITLE		NAME		1984 ANNUAL
0680	19	DIRECTOR, COMMUNITY DEVELOPMENT	N	ABBOTT		34,606.51
0631	19	DIRECTOR ECONOMIC DEVELOPMENT	K	BANDEMER		34,606.51
0440	19	DIRECTOR OF COMMUNITY SERVICES	J	HUNTINE		34,607.04
0660	19	DIRECTOR OF WORKS	D	KIESTER		34,606.51
0610	19	STAFF DIRECTOR - EXEC. OFC.	D	PERLINI		34,606.51
0850	18	DIRECTOR, PARKS AND RECREATION	R	ARNOLD		30,417.98
0430	18	DIRECTOR OF OPERATIONS	D	COLESTOCK		31,152.16
0440	18	DIRECTOR	B	COLLINS		31,152.16
0870	18	EXECUTIVE DIRECTOR	R	FLETCHER		29,399.04
0620	18	ACTING DIR OF ADMIN & FINANCE	J	HALEY		34,606.51
0840	18	DIRECTOR OF AIRPORTS	R	HOVERMAN		33,357.88
0340	18	DIRECTOR OF TRANSPORTATION	C	O'NEAL		31,152.16
0850	17	SUPERINTENDENT, RECREATION	P	BENNETT		26,413.20
0440	17	ASSOCIATE DIRECTOR PERSONNEL/LA	M	COLLINS		24,999.52
0901	17	DIRECTOR	B	JONES		27,196.20
0901	17	DEPUTY DIRECTOR OF PROGRAMS	T	MCGANN		29,225.73
0640	17	EXECUTIVE DIRECTOR	D	MCKINLEY	*	26,348.47
0631	17	ASSISTANT DIRECTOR	K	MOSES		29,401.12
0850	17	SUPERINTENDENT, PARKS	D	NOAK		26,413.20
0210	17	SUPERINTENDENT OF FILTRATION PL	G	PATRICK		31,093.92
0680	17	DEPUTY DIRECTOR	V	SETH		29,225.73
0852	17	SUPERINTENDENT, ZOO AND VELDT	E	WELLS		26,413.20
0310	17	SUPERINTENDENT OF WPC PLANT	N	WISLER		30,407.52
0200	16	CHIEF WATER ENGINEER	T	ATHERTON		27,560.00
0680	16	SENIOR PLANNER	G	BAETEN		24,156.07
0680	16	SENIOR PLANNER	D	BAKER		24,156.07
0350	16	DIRECTOR OF TECHNICAL SERVICES	D	BODEKER		28,059.20
0901	16	COMPLIANCE/PROGRAMEVALUATOR ADM	R	DAVIS		22,552.48
0680	16	SENIOR PLANNER	M	GRAHAM	*	24,241.68
0675	16	CITIZENS ADVOCATE	R	HERBER	*	21,898.94
0320	16	SUPERINTENDENT OF MAINTENANCE	J	MORAN		30,482.40
0220	16	WATER MAINT. & SERVICE SUPT.	C	NASH		27,447.68
0770	16	TRAFFIC ENGINEER	W	STOUT		28,313.28
0631	15	FINANCE SPECIALIST	M	BECKMAN		18,384.84
0631	15	FINANCE SPECIALIST	M	CARSWELL	*	18,117.57
0610	15	EXECUTIVE ASSISTANT	A	DORAN	*	25,953.84
0300	15	CHIEF WPC ENGINEER	C	EMBURY		27,998.88
0880	15	STREET COMMISSIONER	T	GLADD		29,739.38
0101	15	DIRECTOR OF STREET LIGHT ENGINE	D	HIATT		23,427.04
0440	15	LABOR RELATIONS DIRECTOR	A	HODGES		29,739.84
0731	15	ASSISTANT CHIEF MASTER MECHANIC	K	KRUSE	*	25,882.84
0453	15	DIRECTOR OF PURCHASING	C	OFFERLE		26,000.00
0360	15	SUPERVISOR	C	REED		27,214.72

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0631	15	FINANCE SPECIALIST	D	SCHUSTER		24,149.80
0901	15	FINANCE MANAGER	D	SEDESTROM		25,014.24
0850	15	BUSINESS MANAGER	T	STEPHANOFF		25,264.80
0901	14	LOAN PROCESSING MANAGER	S	ABBOTT		22,153.68
0440	14	SYSTEMS PROGRAMMER	G	ANGEL		24,150.88
0620	14	INTERNAL AUDITOR	S	ARCHER		22,844.80
0840	14	ASST AIRPORT DIRECTOR/FIRE-POLI	W	BETSON		21,980.37
0450	14	PUBLIC INFORMATION OFFICER	A	BOERGER		21,600.80
0870	14	ADMINISTRATIVE AIDE/RELOCATION	M	BROWN	*	19,393.34
0640	14	DEPUTY DIRECTOR	L	CAMPODONICO		20,671.20
0103	14	SUPT. OF STREET LIGHTING WAREHO	K	HAFFNER		26,428.48
0810	14	EXECUTIVE DIRECTOR	R	HALE		24,673.89
0840	14	ASSIT AIRPORT DIRECTOR/FIN & AD	D	HORN		21,980.37
0210	14	ASSISTANT SUPERINTENDENT - FILT	D	HOWARD		27,406.08
0390	14	PROGRAMMER / ANALYST	M	LANGSTON		24,100.96
0390	14	PROGRAMMER / ANALYST	T	MCCUTCHEON		22,499.36
0901	14	PROGRAM DEVELOPMENT MANAGER	T	MORGAN	*	22,057.63
0901	14	CHIEF HOUSING COUNSELOR	M	MORRIS		22,057.63
0901	14	CONSTRUCTION MANAGER	B	PALMER		22,057.63
0902	14	DEVELOPMENT SERVICE SPECIALIST	J	PETERSON		19,362.02
0390	14	SYSTEMS PROGRAMMER	J	SHUBERT		28,042.56
0620	14	ADMINISTRATOR, FEDERAL FUNDS	L	STOLTE		25,170.84
0310	14	SUPERVISOR OF MAINTENANCE - WPC	B	WARNER		25,103.52
0631	14	BUSINESS PLANNING SPECIALIST	P	WHITCOMB		19,938.31
0220	14	SUPERVISOR OF SERVICE - WATER M	M	WYNN		23,173.28
0430	13	ADMINISTRATIVE ASSISTANT	L	ARNOLD		20,648.16
0631	13	BUSINESS PLANNING SPECIALIST	C	BAUGHMAN		24,149.80
0200	13	PROJECT LEADER	J	BRADLEY		20,548.32
0851	13	ENGINEER / PLANNER	J	BYANSKI	*	21,445.84
0420	13	SUPERVISOR OF PAYROLL SERVICES	V	CHANDLER		24,294.40
0856	13	DIRECTOR/SENIOR CITIZENS CENTER	C	CLARK		21,445.84
0770	13	ASSISTANT TRAFFIC ENGINEER	S	DAVIS		22,807.22
0410	13	SUPERVISOR OF OFFICE SERVICES	D	DENSEL		19,940.96
0853	13	SPORTS FACILITIES MGR	P	EHRESMAN		21,445.84
0440	13	EEO ADMINISTRATOR	M	GANAWAY		21,159.84
0390	13	PROGRAMMER / ANALYST	J	HALEY		23,169.12
0400	13	SUPERVISOR OF GENERAL ACCOUNTIN	T	HOHMAN		23,610.08
0709	13	CHEMIST	M	KIMBLE		20,470.75
0210	13	MAINTENANCE FOREMAN	J	LAZOFF		24,847.68
0631	13	BUSINESS PLANNING SPECIALIST	R	LEININGER		19,940.40
0310	13	PROJECT ENGINEER	J	LINE		19,360.64
0860	13	SUPERVISOR BUILDING / EQUIPMENT	J	MCCLURE		21,445.84
0880	13	ASSISTANT STREET COMMISSIONER	M	METTLER		23,362.63
0770	13	SIGN AND MARKING SUPERVISOR	J	MILLER		22,297.75
0640	13	STAFF ATTORNEY	T	MILLER		20,579.32
0861	13	ARBORIST	R	MUDRACK		21,445.84
0440	13	SUPERVISOR OF SAFETY & CLAIMS	M	NEDDEFF		23,722.40

DEPT	LG	TITLE		NAME		1984 ANNUAL
0880	13	ASSISTANT STREET COMMISSIONER	J	O'HARA		23,362.63
0300	13	PROJECT ENGINEER	T	PALLONE		25,646.40
0631	13	BUSINESS PLANNING SPECIALIST	J	PARTIN		11,024.64
0891	13	PARKING ADMINISTRATOR	D	PATRICK		20,894.61
0740	13	CIVIL DEFENSE DIRECTOR	T	RODY JR		20,652.40
0390	13	ASST. ADM. OF OPERATIONS	W	SCHIRMEYER		22,499.36
0390	13	PROJECT LEADER	J	SCOTT		21,089.12
0300	13	PROJECT ENGINEER	W	SHININGER		23,169.12
0858	13	HORTICULTUIST CONSERVATORY MGR	L	WALTER		21,946.96
0640	12	CHIEF INVESTIGATOR	D	BAILEY		18,702.21
0861	12	ARBORIST ASSISTANT	J	BAUERLE		20,754.72
0310	12	SUPERVISOR - INDUSTRIAL WASTE C	S	BECKER		23,830.56
0856	12	MANAGER - THEATRE	R	BEHR		20,754.72
0840	12	CAPTAIN FIRE-POLICE	P	BOBAY	*	19,387.08
0840	12	LEAD ELECTRICIAN	G	DREW		18,808.70
0340	12	COST ACCOUNTANT	R	EBERT		20,009.60
0660	12	CLERK TO BOARD	H	GOCHENOUR		20,040.62
0854	12	COORDINATOR NEIGHBORHOOD SERV	T	HARMON		20,754.72
0760	12	TECHNICIAN I	D	HECK		21,149.35
0901	12	ASSISTANT CONSTRUCTION MANAGER	R	HUMBARGER		20,253.60
0760	12	TECHNICIAN I	D	KING		21,951.14
0675	12	DIRECTOR, CITIZENS PARTICIPATIO	S	MESSMAN		19,679.40
0330	12	SUPERINTENDENT	C	MURFIELD		18,553.60
0330	12	SUPERINTENDENT	G	O'HARA		18,703.36
0675	12	MINORITY AFFAIRS OFFICER	M	PATTERSON		20,579.32
0859	12	ASSISTANT SUPERV AREA MAINTENAN	T	PIATT JR		20,754.72
0330	12	SUPERINTENDENT	T	PITZEN		20,136.48
0859	12	AREAS MAINTENANCE	L	REUILLE		21,946.96
0851	12	SUPERVISOR - SPECIAL SERVICES	B	REUL		20,946.81
0840	12	CAPTAIN FIRE-POLICE	R	ROBERTS		19,387.08
0709	12	RECORDS SUPERVISOR	R	SCHIEFERSTEIN		18,998.71
0440	12	PERSONNEL OFFICER	N	SCHLATTER		21,486.40
0901	12	DIRECTOR, VICTIMS ASSISTANCE	P	SMALLWOOD		17,994.38
0760	12	TECHNICIAN I	S	SMITH		21,951.14
0320	12	GENERAL FOREMAN	P	STOREY		18,701.28
0840	12	FIELD SUPT.	F	WEDDLE		19,140.69
0760	12	TECHNICIAN I	G	WEICHSELFELDER	*	21,149.35
0760	12	TECHNICIAN I	A	WHITE		21,149.35
0360	11	ADMINISTRATIVE ASSISTANT	R	ANDREWS	*	17,519.84
0863	11	GREENSKEEPER SUPERVISOR	N	BIDDLE		17,716.68
0440	11	VETERANS SERVICES OFFICER	A	BRAGALONE		18,509.92
0901	11	COMMUNITY AWARENESS SPECIALIST	A	COCHRAN JR		16,000.34
0864	11	GREENSKEEPER SUPERVISOR	E	GIBSON		17,716.68
0855	11	SPORTS PROGRAM MGR	C	HAMILTON	*	20,274.48
0310	11	ASSISTANT SUPERVISOR WPC PLANT	H	HOLCOMB		20,683.52
0360	11	ADMINISTRATIVE ASSISTANT	J	JACKSON		17,519.84
0855	11	COORDINATOR SPECIAL ACTIVITIES	B	KELLY		18,718.92

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0360	11	ADMINISTRATIVE ASSISTANT	K	MONTGOMERY		17,519.84
0750	11	INSPECTOR	J	PITZEN		20,988.57
0840	11	BUILDING SUPT.	W	PRASUHN JR		17,718.76
0858	11	SUPERVISOR FLORICULTURIST	K	SHEDRON		18,090.43
0840	11	LEAD MECHANIC	J	STATON		18,063.28
0862	11	GREENSKEEPER SUPERVISOR	T	THOMPSON		18,662.54
0360	11	ADMINISTRATIVE ASSISTANT	S	WHITACRE		18,385.12
0870	11	ADMINISTRATIVE AIDE/RELOCATION	J	ZICKGRAF		18,810.79
0880	10	GENERAL FOREMAN	R	BYERLEY II		18,457.92
0854	10	RECREATION CENTER DIRECTOR	S	CHAMBERS		15,538.89
0880	10	GENERAL FOREMAN	F	DAVIS		18,457.92
0840	10	LIEUTENANT FIRE-POLICE	J	DRIVER		18,516.38
0880	10	GENERAL FOREMAN	P	DRUDGE		18,457.92
0650	10	CHIEF DEPUTY/SUPERVISOR	N	ESHCOFF		15,958.58
0420	10	PAYROLL ADMINISTRATOR	S	FREEWALT		18,214.56
0901	10	DELINQUENT ACCTS. COLLECTOR	P	FUNK		18,144.72
0340	10	ADMINISTRATIVE ASSISTANT	R	HATCHER		18,720.00
0901	10	COST ESTIMATOR	A	HEREDIA		18,144.72
0854	10	RECREATION CENTER DIRECTOR	S	HICKS		15,538.89
0440	10	SAFETY INVESTIGATOR	J	HOGAN	-	17,376.32
0810	10	ANIMAL TECHNICIAN	P	KLINE		15,751.87
0880	10	GENERAL FOREMAN	R	MARTIN		18,457.92
0880	10	GENERAL FOREMAN	D	MOUTON	*	18,457.92
0840	10	FIELD SUPERVISOR	P	MYERS		15,697.58
0390	10	ADMINISTRATIVE ASSISTANT	N	REED		16,498.56
0810	10	SPECIAL HUMANE OFFICER	C	ROBINSON		16,816.75
0880	10	GENERAL FOREMAN	V	SCRUGGS		18,457.92
0840	10	LIEUTENANT FIRE-POLICE	J	WILAND	*	18,516.38
0880	10	ADMINISTRATIVE ASSISTANT	L	WILLIAMS		18,386.92
0453	10	ADMINISTRATIVE ASSISTANT	M	WILLIS		17,888.00
0840	10	LIEUTENANT FIRE-POLICE	J	WOMACK		18,516.38
0709	9	RECORDS BUREAU - TECHNICIAN	R	BEHR		15,559.77
0840	9	FIRE/POLICE OFFICER	K	BUCKMASTER		17,712.50
0709	9	DARKROOM - TECHNICIAN	L	CLARK		15,559.77
0840	9	FIRE/POLICE OFFICER	B	COOK		17,712.50
0850	9	OFFICE MANAGER	A	ENSLEY JR		17,948.44
0340	9	ADMINISTRATIVE ASSISTANT	K	FAUSNAUGH		16,610.88
0330	9	ADMINISTRATIVE ASSISTANT	R	FISHER		17,850.56
0380	9	ADMINISTRATIVE ASSISTANT	T	GRAHAM		15,751.84
0709	9	RECORDS BUREAU - TECHNICIAN	B	HILL		15,559.77
0709	9	RECORDS BUREAU - TECHNICIAN	W	HODGES		15,559.77
0840	9	FIRE/POLICE OFFICER	J	HUNTINE		15,000.19
0709	9	RECORDS BUREAU - TECHNICIAN	P	KENNEDY		15,559.77
0675	9	ADMINISTRATIVE ASSISTANT	D	KRAUS		19,984.24
0709	9	RECORDS BUREAU - TECHNICIAN	G	LAZOFF		15,559.77
0440	9	OFFICE MANAGER	N	MANGANIELLO		15,751.84
0840	9	FIRE/POLICE OFFICER	J	MURPHY		17,712.50

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0840	9	FIRE/POLICE OFFICER	J	NORRIS	*	17,712.50
0840	9	LEAD CARPENTER	K	SAMUEL		15,000.19
0440	9	ADMINISTRATIVE ASSISTANT	T	SHELTON		17,218.24
0867	9	PROGRAM COORDINATOR SENIOR CIT	Y	STEWART	*	17,948.44
0680	9	OFFICE MANAGER	L	STOUGHTON		15,054.48
0840	9	FIRE/POLICE OFFICER	E	STRASBURG		17,712.50
0852	9	ZOO CURATOR & EDUCATIONAL SPECI	C	VERNON		15,687.14
0709	9	RECORDS BUREAU - TECHNICIAN	K	ZACHRICH		15,559.77
0851	8	ASSIST SPECIAL SERVICE SUPVR.	E	BENTLEY		17,948.44
0450	8	ASSIST SPECIAL SERVICE SUPVR.	D	CADY		13,447.20
0840	8	EQUIPMENT OPERATOR A	A	GONZALEZ		14,728.75
0620	8	BOOKKEEPING-DATA ENTRY	M	KLEINSCHMIDT		16,933.68
0675	8	ASSISTANT CITIZEN'S ADVOCATE	C	LOVE-JACOBSON	*	14,899.96
0440	8	EXECUTIVE SECRETARY VIII	D	TOMS		15,751.84
0620	8	EXECUTIVE SECRETARY VIII	E	YOHE		14,697.43
0840	7	EXECUTIVE SECRETARY VII	N	BUTLER		12,797.35
0610	7	RECEPTIONIST	E	CHAPMAN		12,233.59
0675	7	EXECUTIVE SECRETARY VII	P	CONKLIN		11,498.61
0790	7	LEGAL SECRETARY	D	GLADIEUX		14,194.22
0870	7	EXECUTIVE SECRETARY VII	H	KESSLER	*	13,300.56
0631	7	EXECUTIVE SECRETARY VII	D	LINTERMUTH		11,811.81
0675	7	EXECUTIVE SECRETARY VII	M	MOSSER		12,498.76
0840	7	MECHANIC	M	ORT		13,791.24
0731	7	SUPPLY TRUCK DRIVER	R	PEARSON		14,929.20
0840	7	BUILDING SUPERVISOR	E	PHILLIPS		12,045.67
0840	7	MECHANIC	J	ROBBINS		12,797.35
0731	7	EXECUTIVE SECRETARY VII	B	STEELE		14,419.72
0840	7	ELECTRICIAN	M	STOWE		13,791.24
0660	6	EXECUTIVE SECRETARY VI/BOOKKEEP	C	COLONE		12,012.26
0709	6	EXECUTIVE SECRETARY VI	C	COX		14,196.31
0440	6	EXECUTIVE SECRETARY VI	A	ELLERT	*	10,920.00
0330	6	EXECUTIVE SECRETARY VI	J	EMBER		13,651.04
0840	6	EQUIPMENT OPERATOR B	R	FATE		11,592.57
0840	6	ADMINISTRATIVE ASSISTANT	B	FISCHER		12,187.65
0453	6	ADMINISTRATIVE ASSISTANT	T	FOX		15,225.60
0440	6	EXECUTIVE SECRETARY VI	N	KLOHA		13,000.00
0440	6	EXECUTIVE SECRETARY VI	J	MCCOWAN		12,188.80
0610	6	EXECUTIVE SECRETARY VI/BOOKKEEP	L	MCMAHON		16,000.34
0840	6	SECRETARY VI	J	MORAN		11,962.15
0430	6	EXECUTIVE SECRETARY VI	T	MORRIS		14,439.36
0430	6	EXECUTIVE SECRETARY VI	B	ORSINI		13,807.04
0440	6	EXECUTIVE SECRETARY VI	L	ROBINSON	*	12,796.16
0640	6	EXECUTIVE SECRETARY VI	M	RUNKLE	*	13,177.36
0660	6	EXECUTIVE SECRETARY VI/BOOKKEEP	B	SCHMIDT		13,233.74
0453	6	ADMINISTRATIVE ASSISTANT	Y	TAYLOR		15,225.60

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0660	6	EXECUTIVE SECRETARY VI	I	WHIPP		14,499.07
0453	5	DATA ENTRY CLERK	P	DAVIS		10,999.04
0650	5	EXECUTIVE SECRETARY/BOOKKEEPER	S	HELMSING		14,697.43
0650	5	RECORDS SUPERVISOR	C	JONES		14,697.43
0709	5	EXECUTIVE SECRETARY V	K	KELLEY		10,183.17
0650	5	VIOLATIONS CITIZENS ADVOCATE	P	MILLER		11,254.32
0104	5	EXECUTIVE SECRETARY V	S	PEARSON		13,104.00
0840	5	SECRETARY V	B	SHEEHAN		11,813.90
0650	5	VIOLATIONS CITIZENS ADVOCATE	M	SIMMONS	*	13,649.25
0840	4	FIELD MAINTENANCE PERSON	T	AMBRIOLE		10,855.51
0840	4	TERMINAL MAINTENANCE WORKER A	D	BAY		13,104.28
0840	4	FIELD MAINTENANCE PERSON	R	DAVIS		10,494.28
0902	4	SECRETARY/RECEPTIONIST	T	HARRIS		9,281.16
0840	4	FIELD MAINTENANCE PERSON	R	KENNEDY		10,494.28
0453	4	EXECUTIVE SECRETARY IV	P	MYERS		11,999.52
0840	4	TERMINAL POLICE OFFICER	W	NANCARROW		12,152.16
0840	4	FIELD MAINTENANCE PERSON	R	STEUP		10,494.28
0840	4	FIELD MAINTENANCE PERSON	D	SUTHERLAND		10,494.28
0750	4	RECEPTIONIST/SEC IV	L	WHITE		11,815.99
0840	3	TERMINAL MAINTENANCE WORKER B	S	DANNENFELSER	*	10,312.63
0840	3	TERMINAL MAINTENANCE WORKER B	E	GERRA		9,803.16
0840	3	BUILDING MAINT WORKER B	R	JACKSON		9,803.16
0840	3	TERMINAL MAINTENANCE WORKER B	J	TAYLOR		9,811.51
0840	3	TERMINAL MAINTENANCE WORKER B	G	WAYER		9,803.16
0904	0	RECEPTIONIST	G	BLOOM		11,999.73
0901	0	VICTIM'S ADVOCATE ASS'T.	L	HAMILTON		13,964.54
0904	0	DIRECTOR	K	SHARP	*	27,185.76
0675	0	ADMINISTRATIVE ASSISTANT	D	THOMA		16,161.12
0904	0	INSPECTOR	D	COCHRAN		14,000.04
0904	0	SUPERVISOR	R	EDWARDS		16,000.34
0904	0	ADMINISTRATIVE ASSISTANT	K	EMERSON		15,200.64
0904	0	INSPECTOR	L	KRUSE		14,000.04
0904	0	CLERK-TYPIST A	T	LEMLER		10,500.55
0866	0	PLANNER/EVALUATOR	K	RAIBLE		16,948.29
0904	0	INSPECTOR	K	SCHIEFERSTEIN		14,000.04
0904	0	LEGAL ASSISTANT	L	SWITZER		16,000.34
0904	0	INSPECTOR	A	WILSON		14,000.04

FINAL TOTALS

266 RECORDS TOTALED

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266   INPUT RECORDS
266   JOB          1
266   PRJOBDS
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TO: City Council Members

RE: Job Descriptions for Position Changes

Attached are the job descriptions for all positions that were evaluated as "New Positions" or "Re-Evaluations".

In the Comprehensive Listing of Changes Packet, each change has a reference number. This reference number is the appropriate matching job description. The job descriptions are put in numerical order by reference number for easy referral.

NEW HIRES 1985

+1	Public Works: Administrative Assistant, L.G. 12	CC
+0	City Utilities	CU

DELETIONS 1985

-1	Law Department: Special Counsel to Mayor, U.C.	CC
-3	E.M.S.: Director, L.G. 15 Assistant Director, L.G. 13 Supervisor/Dispatcher, L.G. 12	CC
-2	Aviation: Water Plant Supervisor/Plumber, L.G. 11 Water Plant Operator, L.G. 7	CC
-0	City Utilities	CU

1985

+ 1
- 8
- 7 for 1985, CC & CU

(1)

DIRECTOR OF LABOR RELATIONS — FINANCE AND ADMINISTRATION

DEFINITION

Reporting only to the Director of Finance and Administration, plans and directs all labor-management relations activities for the Civil City and City Utilities of Fort Wayne, and acts as an external liaison for the City in relations with labor unions and performs other related duties as needed.

EXAMPLES OF DUTIES

Confers with the Director of Finance and Administration and relevant department heads on matters related to planning, costing, and conducting collective bargaining for both language and economic matters; supervises actual negotiations and acts as chief spokesperson and prepares for interest arbitration when impasses are reached; supervises and directs the management responses and defenses for grievances not resolved at department level and prepares arbitration cases when appropriate; plans and directs relevant training of department heads and supervisors on contract language and preventative labor relations; acts as official interpreter of contract language when questions arise from management; develops strategies to improve the general labor relations climate and to promote union-management cooperation; represents the City at meetings and conventions in labor relations area and acts as an official liaison between the City and organized labor under the direction of the Mayor.

EMPLOYMENT STANDARDS

Education and Experience: Any combination of college achievement and experience equivalent to a B.S. degree in Personnel and Industrial Relations, Business Administration, or Public Administration and five years increasingly responsible management or technical experience in the labor relations area, preferably with some exposure to public labor relations.

Knowledge and Abilities: Knowledge of the principles and practices of public personnel administration; knowledge of local government practices in labor relations and finance in Indiana; ability to effectively communicate orally and in writing, including the ability to negotiate effectively.

LICENSE NEEDED: None

IMMEDIATE SUPERVISOR: Director of Finance and Administration

SALARY: LG 16 Exempt

REVISED: June 15, 1984

(2.)

Telecommunications Manager — Telecommunications Dept.

DEFINITION:

To direct the installation and modification of telephonic system within and between City and Utility locations; audit costs and evaluate systems; maintain billing procedures, inventory control, service records and use statistics.

EXAMPLES OF DUTIES:

1. Know and apply rates and tariffs, verify billings, assign costs to user departments; obtain billing adjustments as appropriate; maintain inventory and service records; determine and document use and misuse of telephone system; and plan, implement and maintain the computerized telephone accounting system.

2. Plan and implement telephone installations; determine equipment and system specifications; maintain electronic data terminal; establish system data base and configuration of software and hardware; modify to meet user demands.

3. Maintain working relationship with vendors; order equipment; obtain repairs expeditiously; determine and implement enhancements and improvements.

4. Manage the department; prepare budget; assign duties; supervise two to seven persons; maintain records and prepare presentations and reports.

EMPLOYMENT STANDARDS: High School diploma or GED; Four (4) years progressively more responsible work experience in computer-based telephone system operation; Demonstrated familiarity with ROLM telephone system installation and operation.

KNOWLEDGE AND ABILITIES: Familiarity with laws and regulations affecting telecommunications; familiarity with computer-based telephone system, including data base, configurations, equipment, cable, radio-telephone interconnections; ability to concisely and effectively report on status, proposals, use, misuse; and possess a working knowledge of cable configuration, equipment capabilities, and modem and data terminal access, and specifically the ROLM telephone system.

IMMEDIATE SUPERVISOR: Director of Administration and Finance.

HOURS: 8:00 a.m. to 5:00 p.m. Emergency hours as required.

SALARY: Labor Grade 16

Revised: June 1984.

(3.)

ASSOCIATE LABOR RELATIONS DIRECTOR FINANCE AND ADMINISTRATION

DEFINITION

Under the general direction of the Director of Labor Relations, assists in preparation and conduct of collective bargaining and handling of grievances and other related duties as assigned.

EXAMPLES OF DUTIES

Meets regularly with Director of Labor Relations on matters related to labor-management relations; assists in research and preparation for collective bargaining; conducts investigations and gathers information for grievances proceeding beyond the departmental level and writes up background information for arbitrations when appropriate; acts in place of the Director of Labor Relations in his/her absence; assists in the development of training programs and other preventative labor relations activities; gathers and tracks statistics and costs for development of labor relations strategies.

EMPLOYMENT STANDARDS

Education and Experience: Any combination equivalent to a B.S. degree in Personnel and Industrial Relations, Business Administration, or Public Administration and three years experience in public labor relations.

Knowledge and Abilities: Ability to communicate effectively orally and in writing; ability to work effectively with statistical and financial information.

LICENSE NEEDED: Valid driver's license if City vehicle is used.

IMMEDIATE SUPERVISOR: Director of Labor Relations

SALARY: LG 14 Exempt

REVISED: June 15, 1984

(4)

ASSISTANT DIRECTOR
OF ECONOMIC DEVELOPMENT

631 - Economic Development

Definition

Under the direction of the Director of Economic Development; responsible for the implementation of the City's overall development strategy and in providing assistance in the formulation of such strategy; primary involvement in the packaging of industrial and commercial development projects; involvement in financing of the downtown development program; responsible for the overall management of the City's Community Development Corporation, Local Development Corporation, the Economic Development Commission; supervise the work of a staff which have daily responsibilities in the activities outlined above.

Examples of Duties

Direct the overall activities of the City's two (2) Local Development Corporations, the Community Development Corporation, the Fort Wayne Economic Development Commission and all other appropriate business financing programs; Direct the City's Business Visitation Program and Information Service Activities; Coordinate with the appropriate development staff in grants assistance and marketing; Meet with development prospects and assist in the packaging of deals especially within the downtown and City industrial areas; Work with other public and private agencies in economic development efforts.

Employment Standards

Education and Experience: Any combination of college achievement and/or professional experience equivalent to a Master's degree in urban planning, business, economics or a related field, and five (5) years increasingly responsible experience in urban economic development planning, comprehensive planning, and business or finance.

Knowledge and Abilities: Must have an understanding of the financial dynamics of urban development and redevelopment programs; must be able to work with local, state and federal officials in the implementation of specific economic development projects; must have the ability to supervise the work of other professional employees; must be able to work with the local financial institutions, businesses, public and officials; must have a strong writing ability, and the ability to speak before public groups.

LICENSE NEEDED: Valid Driver's License if City vehicle used.

IMMEDIATE SUPERVISOR: Director, Department of Economic Development.

HOURS: 8:00 A.M. - 5:00 P.M.; Evening and weekend meetings required.

SALARY: Labor Grade 18 - Exempt

NOTE: Must have own transportation available

VISED: June, 1984

ASSISTANT DIRECTOR (5.) Redevelopment Commission

DEFINITION

Under administrative supervision of the Director, is responsible for managing t(planning functions and project implementation activities of the Redevelopment Commission; primary involvement in packaging development projects; supervise staff; assists in formulating Commission policies; performs other duties as required.

EXAMPLES OF DUTIES

Under direction of the Director, directs the overall program activites of the Redevelopment Commission; assists in development and implementation of the Commission's Redevelopment plan; provides varied liaison and coordinates activities with consultants, agencies, and technical staffs of other City departments; assists in assigning and directing day-to-day workload within department; manages and supervises the department staff in conjunction with the Director; directs site improvement and demolition contracts; review redevelopers' site plans and coordinate the development plans with public improvement projects; negotiate real estate purchases and sales; financial closings on real estate; meet with developers and assist in packaging of development projects; prepares a variety of reports, narrative, and statistical analysis and interpretations of complex planning, budgeting, and legislation issues; makes public presentations to various governmental agencies and citizen organizations from time-to-time at direction of the Director.

EMPLOYMENT STANDARDS

E ucation and Experience: Graduation from an accredited 4-year college; graduate degree in City planning, public administration, or related field; 5 years of increasingly responsible experience in city planning and redevelopment programs; real estate broker; additonal 4 years of responsible redevelopment and/or economic development employment may be substituted for graduate degree requirements.

Knowledge and Abilities: Demonstrated ability to apply complex municipal state and federal laws and regulations to develop and implement redevelopment plans and program activities; demonstrated ability to perform, manage, and coordinate diverse technical efforts under administrative direction; demonstrated ability to follow administrative and program direction without close supervision; ability to interpret and work with City Personnel policies and pertinent union contracts; demonstrated success in formulting and carrying out complex programs of urban planning and development; a thorough understanding of mortgage lending practices for a variety of development types; demonstrated ability to make clear, concise presentations; ability to direct and supervise the work of departmental staff as required.

LICENSE NEEDED: Valid Driver's License; Real Estate Broker's License

IMMEDIATE SUPERVISOR: Director

HOURS: 8:00 a.m. to 5:00 p.m.; may fluctuate depending on need.

SALARY: Grade 18, Exempt

Revised: June, 1984

(6.)

SENIOR FINANCE SPECIALIST 631 - Economic Development

Definition

Responsible for the direction and implementation of Fort Wayne's neighborhood local development corporation (LDC) programs and City-wide Industrial Development Programs (CDC); other economic development duties as required.

Example of Duties

Oversees local development corporation loan programs including the city-wide development corporation and the Revolving Loan Fund. Assists small businesses in obtaining financing for development and expansion through local lending institutions, the Small Business Administration, and other appropriate agencies. Works with neighborhood groups, various business associations, bank, and other City officials to market and promote the programs of the local development companies. Performs other duties that further the economic development goals of the City, specifically those relating to business finance. Performs confidential work relating to LDC & CDC projects.

Employment Standards

Education and Experience: Any combination of college and/or professional experience equivalent to a Master's degree in finance, accounting, urban economics, or a related field and three (3) years experience in urban economic development, business or finance. Experience in small business financing and real estate financing preferred.

Knowledge and Abilities: Working knowledge of financial principles, commercial lending, the dynamics of urban economics and land use principles. Ability to work independently as well as supervise others. Good oral and written communication skills.

LICENSE NEEDED: Valid Driver's License if City vehicle is used.

IMMEDIATE SUPERVISOR: Assistant Director for Economic Development.

HOURS: 8:00 A.M. - 5:00 P.M.; Evening and weekend meetings required.

SALARY: Labor Grade 15 exempt

NOTE: Must have own transportation available

DATE: June, 1984

(7)

FINANCE SPECIALIST — 631 - Economic Development

Definition

Responsible for implementation of neighborhood local development corporation (LDC) programs. Assists Senior Finance Specialist with various business financing programs.

Example of Duties

Assists businesses in obtaining financing through neighborhood development corporation programs. Assist applicants through application process, presents loan proposals to LDC board, keeps certain financial records pertaining to LDC programs. Daily contact with business owners, bankers, accountants, attorneys, and various government agencies including other city departments. Also assist Senior Finance Specialist in city and county-wide financing programs. Performs other duties that further the economic development goals of the City.

Employment Standards

Education and Experience: Any combination of college and/or professional experience equivalent to a Bachelors degree in finance, accounting, urban economics, or a related field and two (2) year experience in urban economic development, business or finance. Experience in business financing and real estate financing preferred.

Knowledge and Abilities: Working knowledge of business finance principles and government development programs. Ability to work independently. Ability to speak before groups and to individuals.

LICENSE NEEDED: Valid Driver' License if City vehicle is used.

IMMEDIATE SUPERVISOR: Senior Finance Specialist

HOURS: 8:00 A.M. - 5:00 P.M.; Evening and weekend meetings required occasionally.

SALARY: Labor Grade 13; Exempt

NOTE: Must have own transportation available.

DATE: June, 1984

(8.)

ASSISTANT FINANCE SPECIALIST — 631 - Economic Development

Definition

Responsible for providing assistant in the implementation of neighborhood local development corporation (LDC) programs. Assists Senior Finance Specialist and Finance Specialists with various small business financing programs, as appropriate.

Examples of Duties

Provides information to businesses interested in obtaining financing through one of the City's sponsored financing programs. Meets directly with business representatives or business owners. Also assists Senior Finance Specialist and Finance Specialist in county-wide finance programs. Performs other duties that further the economic development goals of the City. Attends LDC and CDC board meetings.

Employment Standards

Education and Experience: Any combination of college and/or professional experience equivalent to a Bachelor's degree in financing, urban economic or a related field, and one (1) years experience.

Knowledge and Abilities: Working knowledge of business finance principles and government development programs. Ability to work with minimum of direction. Must have writing skills.

LICENSE NEEDED: Valid Driver's License if City vehicle is used.

IMMEDIATE SUPERVISOR: Senior Finance Specialists

HOURS: 8:00 A.M. - 5:00 P.M.; evening meetings required occasionally

SALARY: Labor Grade 11

DATE: June, 1984

(9)

SENIOR BUSINESS DEVELOPMENT SPECIALIST

631 - ECONOMIC DEVELOPMENT

Definition

Responsible for the planning, development and coordination of the economic development programs provided by the City including the preparation of the City's economic development plan and annual report; development and implementation of various special programs and industrial and commercial development; and work to coordinate other programs with that of the City's economic development efforts.

Example of Duties

Responsible for staffing the Fort Wayne Economic Development Commission and maintaining appropriate records and reports; responsible for implementing coordinating the City's tax abatement program including maintaining appropriate records; preparation of the annual economic development plan and annual report along with the collection and analysis of appropriate data; direct the management of special economic development programs such as the Urban Enterprise Zone, Summit Park and other such special projects as may develop from time to time. Direct the business visitation program.

Employment Standards

Education and Experience: Any combination of college achievement and/or professional experience equivalent to a Master's degree in urban planning, public administration, business, economics or a related field and three (3) years increasing responsibility in the same. Experience preferred.

Knowledge and Abilities: Must have an understanding of the dynamics of urban development, public finance and the provision of urban services; must be able to work with other City departments, development interests, entrepreneurs, local, state and federal officials, must have strong writing ability; ability to speak before public groups is desirable.

LICENSE NEEDED. Valid driver's license if City vehicle used.

IMMEDIATE SUPERVISOR: Assistant Director for Economic Development

Hours: 8:00 A.M. - 5:00 P.M.; Evening and weekend meetings required.

SALARY: Labor Grade 15, exempt

DATE: June, 1984

BUSINESS DEVELOPMENT SPECIALIST (10) 631- Economic Development

Definition

Under general supervision of the Senior Business Development Specialist assists in the preparation and implementation of the City's economic development programs.

Examples of Duties

Responsible for the preparation of the City's economic development plan and annual report including collection and analysis of appropriate date, and/or implementation of various special industrial and commercial programs and projects including, but not limited to the Economic Development Commission, tax abatement, Urban Enterprise Zones, Summit Park and the business visitation program.

Employment Standards

Education and Experience: Any combination of college and/or professional experience equivalent to a Bachelor's degree in urban planning, public administration, business, economics or a related field and two (2) years experience.

Knowledge and Abilities: Working knowledge of local government and its impact upon economic development in the public and private sectors. Ability to work independently, ability to speak before groups and individuals concerning the City's economic development programs.

LICENSE NEEDED: Valid drivers license if City vehicle used.

IMMEDIATE SUPERVISOR: Senior Business Development Specialist

HOURS: 8:00 A.M. - 5:00 P.M.; Evening and weekend meetings required occasionally.

SALARY: Labor Grade 13, exempt

DATE: June, 1984

ASSISTANT BUSINESS DEVELOPMENT SPECIALIST 11 631 - ECONOMIC DEVELOPMENT

Definition

Responsible for providing assistance for the development and implementation of the City' economic development programs.

Examples of Duties:

Maintenance and collection of data and other information pertinent to the Economic Development Commission; tax abatement, Urban Enterprise Zone and vacant industrial buildings, Summit Park and other economic development programs. Assistance in the development and preparation of other economic development programs and projects.

Employment Standards

Education and Experience: Any combination of college and/or professional experience equivalent to a Bachelor's degree in urban planning, public administration, business, economics and a related field, and one years experience.

Knowledge and Abilities: Working knowledge of local government and its impact upon economic development in the public and private sectors.

LICENSE NEEDED: Valid driver's license if City vehicle is used.

IMMEDIATE SUPERVISOR: Senior Business Development Specialist

HOURS: 8:00 A.M. - 5:00 P.M.; Evening and weekend meetings required.

SALARY: Labor Grade 11 - Exempt

DATE: June, 1984

(12)

SECRETARY IV

631 - ECONOMIC DEVELOPMENT

Under supervision, to do varied clerical office work; transcribe dictation, use word processor; handles material of confidential nature involving appraisals, administrative policies and procedures; perform other duties as required.

Example of Duties:

Types regular and confidential correspondence, reports and other material from rough draft, copy, dictating machine or verbal instructions; maintains an efficient filing system; answer telephone, transfer calls and takes messages; makes calls and appointments for staff personnel; use copy machine; greets public; assists in sending out packets for ad responses; responsible for supply control.

Employment Standards

Education and Experience: Graduation from high school supplemented by advanced courses in typing and/or business systems; one year experience in clerical work.

Knowledge and Abilities: Knowledge of office practices and procedures; ability to do clerical work requiring accuracy and speed; ability to type 50 words a minute; maintain an accurate filing system, meet the public; operate standard office equipment; use word processor; ability to establish and maintain effective working relationship with other employees.

LICENSE NEEDED: Valid driver's license

IMMEDIATE SUPERVISOR: Secretary VIII

SALARY GRADE: 4

HOURS: 8:00 A.M. - 5:00 P.M.

REVISED: June, 1984

(13.)

SECRETARY/RECEPTIONIST 631 - ECONOMIC DEVELOPMENT

Under supervision, to do various office and clerical work; receptionist; typing; handles material of confidential nature involving appraisals, administrative policies and procedures; perform other duties as required.

Example of Duties

Types regular and confidential correspondence, reports and other material from rough draft, copy, dictating machine or verbal instructions; answer telephone, transfer calls, and take messages; use copy machines; assist in responding to ad responses; obtain and distribute mail to staff; greet the public.

Employment Standards

Education and Experience: Graduation from high school; one years experience in clerical work.

Knowledge and Abilities: Knowledge of office practices and procedure; ability to do clerical work requiring accuracy and speed; ability to type 50 words a minute; ability to meet the public pleasantly and effectively; operate standard office equipment; ability to establish and maintain effective work relationship with other employees.

LICENSE NEEDED: Valid driver's license

IMMEDIATE SUPERVISOR: Secretary VIII

SALARY GRADE: 3

HOURS: 8:00 A.M. - 5:00 P.M.

REVISED: June, 1984

REDEVELOPMENT SPECIALIST

14

Economic Development

Definition

Under administrative and technical supervision, assist in project planning, development and implementation activities; prepare special planning studies and collect data as needed; perform technical work involving relocation of occupants displaced by specific urban renewal projects; perform other duties as required.

Example of Duties

Perform routine liaison and coordinate function with technical staff of City Departments; assists in preparing disposition documents for sale of land; assists in preparing closing statements for acquisition of property and maintain acquisition files for all properties; interview displacees, explain relocation services available and assist with relocation; assist displacees to complete claims for relocation and business adjustments; maintain relocation files; assist in the management of acquired property; assist in coordination of site improvements and demolition contracts; assist in review of redeveloper's site plans; assist in preparing reports and doing statistical analysis and interpretations of development, planning and legislative issues; makes public presentations from time-to-time at the direction of Assistant Director.

Employment Standards

Education and Experience: Graduation from an accredited 4 year college; graduate degree in city planning, public administration or related field; 3 years of experience in city planning and redevelopment/economic development programs; additional 3 years of responsible redevelopment/economic development employment may be substituted for graduate degree requirements.

Knowledge and Abilities: Must have knowledge in the basic principles of urban planning including familiarity with the provision of urban services, comprehensive planning and basic demographic analysis and data projections; knowledge of regulations governing land acquisition, property management and relocation payments; ability to maintain orderly and systematic files and records; ability to write and have an understanding of graphic and oral presentation techniques; ability to work effectively with other departments, general public and displacees; ability to establish and maintain effective working relationship with all other employees.

License needed: Valid Driver's License

Immediate Supervisor: Assistant Director

Hours: 8:00 A.M. - 5:00 P.M.; may fluctuate depending on need

Salary: Labor Grade 13 - exempt

Revised: June, 1984

Bookkeeper/Accountant (15.) ECONOMIC DEVELOPMENT

Definition

Under supervision, perform general bookkeeping and accounting duties; perform other duties as required.

Examples of Duties

Maintain financial records; maintain payroll, vacation and sick leave records; prepare monthly financial statments and reports; prepare and process claims and vouchers; request controller to make investments; keep Community Development Corporation checkbook and reconcile all checks with bank balances monthly; receive and post loan and rent payments; make bank deposits; draw funding from letter of credit; prepare payroll, post payments on CRT and in manuals; maintain the various fund ledgers, e.g. EDA, CDBG, LDC, EDC, DED, RC, etc.; assist in preparing annual financial reports and budgets.

Employment Standards

Education and Experience: Graduation from high school and two year of advanced training or associate degree in accounting; plus two years of bookkeeping and/or accounting experience. Five years of increasing responsibile experience may be substituted for two years of college or advanced training.

Knowledge and Abilities:

Knowledge of basic accounting methods and principles; knowledge and governmental accounting and financial reporting; ability to post and make arithmetic computations rapidly and accurately; ability to type and write legibly; ability to operate a calculator and standard office machines accurately; ability to establish and maintain effective working relationships with other employees; ability to maintain orderly and systematic files and records.

Licenses needed: Valid Driver's License

Immediate Supervisor: Director

Hours: 8:00 A.M. - 5:00 P.M.; may fluctuate depending on need.

Salary: Labor Grade 10, Exempt

Revised: June, 1984

(16.)

Executive Secretary VIII — Economic Development

Definition

Under supervision performs a variety of difficult secretarial and office duties including varied clerical and stenographic work; take and transcribe dictation; perform other duties as required.

Example of Duties

Takes and transcribes oral dictation; including some confidential matters. Types correspondence, memorandums, reports and other materials from rough draft, copy, dictating machine, marginal notes or verbal instruction; takes and transcribes minutes of meetings; performs clerical work in accordance with established policies and procedures; makes appointments and schedules meetings; answers telephone and refers callers to proper party; maintains files; maintains mailing lists; operates standard office equipment; oversees work of receptionist/secretary and clerk typist.

Employment Standards

Education and experience: Graduation from high school, including or supplemented by courses in typing and shorthand and four (4) years of experience in clerical and stenographic work.

Knowledge and abilities: Knowledge of office practices and procedures; ability to do clerical work requiring accuracy and speed; ability to type at a rate of 75 words per minute and take shorthand at the rate of 100 works per minute; ability to meet the public effectively.

License needed: Valid Driver's license

Immediate Supervisor: Director

Hours: 8:00 A.M. - 5:00 P.M.; may fluctuate depending on need

Salary: Labor Grade 8; exempt

Revised: June, 1984

ADMINISTRATIVE ASSISTANT
TO CHAIRMAN OF THE BOARD OF PUBLIC WORKS

(22)

660 - BOARD OF WORKS

Definition

Under direction of the Chairman of the Board, assists in the implementation and execution of a variety of projects; and does related work as required.

Examples of Duties

Assists Chairman of Board in all assigned tasks, collecting data and doing research; administers on-going projects on behalf of Chairman; interprets operating policies for other employees; acts as liaison between Chairman and other top administrative officials as well as other employees; coordinates and participates in preparation and collection of reports and records.

Employment Standards

Education and Experience: Any combination equivalent to graduation from college in business administration and one to two years of experience in business administration.

Knowledge and Ability: Knowledge of administrative procedures; knowledge of public works operations and its peculiar terminology; knowledge of principles of efficient manpower and materials utilization; knowledge of basic statistical methods; ability to analyze problems and to make appropriate recommendations; ability to coordinate inter-departmental projects; ability to compile and write statistical and analytical reports; ability to interpret administrative policies with clarity and tact for other employees; ability to establish and maintain effective working relationships with administrative officials, employees, and the general public.

LICENSE NEEDED: None

IMMEDIATE SUPERVISOR: Chairman of the Board of Public Works

HOURS: 8:00 A.M. - 5:00 P.M.; may fluctuate depending on need

SALARY: Labor 12

JUNE, 1984

EEO JOB CATEGORY:

23.

EXECUTIVE SECRETARY IX

660 - PUBLIC WORKS DIVISION

DEFINITION

Under general supervision, perform a variety of difficult secretarial and office duties for the Board Chairman; position requires working independently at times; performs administrative duties and relieves supervisor of minor administrative details - handles confidential matters for supervisor; when necessary, this position may delegate or direct the work of other clerical people.

EXAMPLES OF DUTIES

Does secretarial and stenographic work for the Board Chairman, Administrative Assistant and Clerk to the Board; handles phone calls for Chairman and Administrative Assistant, including appointments; handles Chairman's mail; performs general filing; keeps Xerox records and petty cash records; schedules conference room; performs duties requiring the use of independent judgment and interpretation of established policies and procedures; operates standard office equipment; acts as liason between Chairman and division staff; prepares legal notices; prepares notice to property owners on new improvements; records minutes from Board Meetings and does status work on Board action.

EMPLOYMENT STANDARDS

Education and Experience: High school education plus some advanced training such as additional secretarial courses or business courses, and three to five years experience in secretarial work.

Knowledge and Abilities: Knowledge of office procedures and practices; ability to use standard office machines; ability to type accurately at a rate of 65 words per minute and to take dictation at a rate of 100 words per minute; knowledge of correct punctuation, spelling and grammatical usage; ability to establish and maintain effective relations with department supervisors, other employees and the public; ability to perform duties requiring independent judgement; ability to maintain confidentiality of information received; ability to delegate work to other employees.

LICENSE NEEDED: None

IMMEDIATE SUPERVISOR: Clerk to the Board

HOURS: 8:00 A.M. - 5:00 P.M. ; may fluctuate depending on need

SALARY: Labor Grade 9; Exempt

REVISED: 6/18/84

EEO JOB CATEGORY: 06

(27)

Betty Call ASAP by 9:00 am FRI

JOB DESCRIPTION
NEIGHBORHOOD SPECIALIST
FORT WAYNE POLICE DEPARTMENT

Provide organizational assistance to Neighborhoods, Associations, Groups, and Individuals to maximize participation of those citizens in planning and implementing crime prevention programs and activities in their respective areas of the community.

Conduct monthly neighborhood President's meetings and attend neighborhood associations meetings as needed to provide those organizations with Police Department input.

Compile and maintain comprehensive neighborhood and participation files for the Fort Wayne Police Department and the City of Fort Wayne.

Trouble shoot neighborhood problems, both crime related issues and those of other city departments. Participate in City Emergency Operations Center as needed.

Maintain crime statistics and disseminate statistical data to neighborhood associations, district squad cars, and beat officers.

Conduct research as needed for the Police Department and Neighborhoods.

EDUCATION:	Minimum of high school with some college work helpful.
EXPERIENCE:	Minimum five years working in Liason, Public Relations, organization of volunteer workers, or related areas.
SKILLS:	Excellent verbal and written communication skills, organizational abilities, and an attitude of public assistance.
HOURS:	Primarily day-time hours; however, some evening hours as needed.
SUPERVISOR:	This employee will report directly to the Chief of Police.
SALARY:	LG 12 Exempt

Definition

Under the general direction of the Fire Deputy Chief and/or Chief, to manage the resources of the Fire Shop, plan and direct maintenance, testing and repair of Fire Department vehicles and equipment; and do related work as required to accomplish the objectives as set forth by the Chief and/or Deputy Chief.

Examples of Duties

Supervise the planning and scheduling of the repair, maintenance, remodeling and construction of automotive, and other mechanical fire equipment and apparatus; establish preventive maintenance programs and procedures for the servicing of all fire equipment. Make reports on work accomplished and mechanical condition of vehicles; submit budget estimate for maintenance, replacement of fire vehicles and other equipment; direct the work of others involved in mechanical repair and maintenance; prepare procedures for the operation and field maintenance of pumps and other fire apparatus; review and supervise Shop operations to ensure desired results and accomplishment of objectives. Supervise the office and clerical functions of the Shop ensuring accuracy and adequacy.

Employment Standards

Education and Experience: Any combination equivalent to graduation from high school, supplemented by experience in automotive and truck repair. Experience in managing a fleet of vehicles.

Knowledge and Ability: Knowledge of municipal fire service and administration; knowledge of the technical aspects of mechanical principles and repair of equipment. Ability to supervise others engaged in repairing and maintaining such equipment; ability to read blueprints and diagrams and to prepare technical sketches and data regarding construction and repair of automotive and other firefighting equipment; ability to prepare concise and accurate reports; ability to maintain good relationships with subordinates and other department officials; ability to establish and define objectives and supervise their implementation.

License Needed: Driver's License

Immediate Supervisor: Deputy Fire Chief

Hours: As needed to accomplish the objectives normally 7:00 A.M. - 4:00 P.M., on 24-hour call

Salary: C.C. Grade 13

Revised: June 21, 1984

CHIEF TECHNICIAN (Supervisor of Technicians) 760 - COMMUNICATIONS

Definition

Under direction, to supervise and participate in the repair and maintenance of all radio equipment for the public safety communications system; perform other duties as required.

Examples of Duties

Supervises all radio repair shop activities; schedules and coordinates repair and maintenance of radio equipment for public safety departments, and also that of other City departments; regulates and keeps records of inventory of parts; maintains records and files on activities, equipment, and repair shop personnel; supervises and reviews the performance of all radio shop personnel; implements the modification of radio receiving and dispatching equipment for the entire public safety communications system; supervises and participates in the installation, modification, and repair of two-way mobile radio equipment; checks all communication equipment periodically for conformance with FCC regulations and engineering standards; builds specialized electronic and radar equipment. Sets specifications for all electronic purchases and modifications; maintains good public relations between the Communications Department and the other departments for whom we provide service.

Employment Standards

Education and Experience: Any combination equivalent to graduation from high school, supplemented by courses in radio communications and electronics, and three years of experience in the construction of radio communications equipment.

Knowledge and Ability: Knowledge of the principles and practices of radio communications and related electronic equipment; knowledge of the principles and practices of public safety radio communications; knowledge of methods, procedures, equipment and tools used in radio construction, maintenance, repair and testing knowledge of FCC regulations pertaining to the transmission and reception of radio messages; skill in the use of tools and testing equipment in repairing, maintaining and testing radio communications equipment; ability to direct the work of others; ability to estimate costs of parts and labor; ability to read and interpret electrical, radio, and other communications systems drawings, diagrams, and sketches, ability to plan and organize work; ability to deal effectively with others.

LICENSE NEEDED: FCC General Radiotelephone License or equivalent; Valid Indiana Drivers License.

IMMEDIATE SUPERVISOR: Chief of Communications

HOURS: 8:00 a.m. - 5:00 p.m. On call 24 hours.

SALARY: Labor Grade 13 EXEMPT

REVISED: March, 1984

SHIFT CAPTAIN (Supervisor of Dispatchers) 760 - COMMUNICATIONS

Definition

Under direction, to coordinate the work of dispatch officers and to supervise dispatch functions; perform other duties as required.

Examples of Duties

Coordinates the work of subordinate communications personnel; supervises and participates in dispatch activities; supervises and participates in the receipt of emergency and other calls for service; reviews and evaluates the performance of all assigned personnel; maintains morale and discipline; participates in training programs; assists in supervising the recording of all pertinent facts and statistics for calls received or transmitted; assists in the maintenance of supply inventories, filing systems and records.

Employment Standards

Education and Experience: Any combination equivalent to graduation from high school; supplemented by courses in radio and communications, and three years experience in Public Safety Communications.

Knowledge and Ability: Knowledge of laws and regulations governing public safety communications; knowledge of the proper procedures for receipt of emergency calls and for dispatching proper members of the Fire and Police Departments; knowledge of all streets and boundaries of the City; knowledge of the techniques of operating highly sensitive, technical radio transmitting equipment for a complex public safety communications system; ability to coordinate and evaluate the activities of all subordinate officers in the dispatching area; ability to clearly explain new administrative policies and procedures; ability to make emergency decisions affecting lives and properties; ability to implement disciplinary action; ability to maintain good morale of subordinates.

LICENSE NEEDED: Third Class Restricted Radiotelephone Operator Permit; Valid Indiana Drivers License, if City vehicle used.

IMMEDIATE SUPERVISOR: Chief of Communications

HOURS: One of three shifts: 07:00-15:00, 15:00-23:00, 23:00-07:00 On call 24 hrs.

SALARY: Labor Grade 13 EXEMPT

REVISED: March, 1984

SHIFT LIEUTENANT (Assistant Supervisor of Dispatchers) 760 - COMMUNICATIONS

Definition

Under direction, to lead and participate in the work of communications officers engaged in dispatch activities; perform other duties as required.

Examples of Duties

Directs and participates in the work of dispatchers; directs and participates in the receipt of emergency calls and the dispatch of proper Police and Fire Department personnel and equipment; directs and reviews the performance of dispatchers and reports evaluations to supervisors; assists in maintaining morale and discipline; assists in various training programs; directs and participates in the recording of all pertinent facts and statistics for any call received or transmitted; directs and participates in maintaining inventory, filing systems, and records.

Employment Standards

Education and Experience: Any combination equivalent to graduation from high school and two years experience in Public Safety Communications.

Knowledge and Ability: Knowledge of general regulations governing public safety communications; knowledge of the proper procedures for receipt of emergency calls and for dispatching proper members of the Police and Fire Departments; knowledge of all streets and boundaries of the City; knowledge of the techniques of operatir highly sensitive radio transmitting equipment; knowledge of the channels of authority and various functions within all departments in the public safety group; ability to lead and evaluate the activities of all dispatchers; ability to clearly explain new administrative policies and procedures; ability to make emergency decisions affecting lives and properties; ability to maintain good morale among dispatchers.

LICENSE NEEDED: Third Class Restricted Radiotelephone Operator Permit, Valid Indiana Drivers License, if City vehicle used.

IMMEDIATE SUPERVISOR: Shift Captain

HOURS: One of three shifts 07:30-15:30, 15:30-23:30, 23:30-07:30 Subject to 24 hour call.

SALARY: Labor Grade 11 EXEMPT

REVISED: March, 1984

ADMINISTRATIVE ASSISTANT (33.) COMMUNICATIONS - 760

DEFINITION

Under general direction, to assist in the supervision of all dispatchers and dispatching function; to assist in coordination of all public safety communications planning and activities; perform varied clerical work; perform other duties as required.

EXAMPLES OF DUTIES

Assists the Chief by coordinating all dispatching activities, the receipt of emergency calls and the dispatch of proper Police and Fire Department personnel and equipment; reviews the performance of all communications officers and makes recommendations for transfer, promotions, and terminations; maintains morale and discipline; assists in maintaining dispatch center supplies, equipment, and procedures information; maintains accurate filing systems, maps, books and logs; supervises the recording of all pertinent facts and statistics for any call received or transmitted; interprets departmental standards and procedures for other departments; prepares and checks payroll; maintains and balances account books; processes mail, answers telephone inquiries; handles routine departmental complaints; operates standard office equipment; coordinates training programs as well as testing and evaluations of all dispatchers.

EMPLOYMENT STANDARDS

EDUCATION AND EXPERIENCE:

Any combination equivalent to graduation from high school, supplemented by courses in radio and communications, minimum of two years typing and clerical experience; minimum of four years experience in public safety communications.

KNOWLEDGE AND ABILITY:

Knowledge of laws and regulations governing public safety communications; knowledge of proper procedures for receipt of emergency calls and for dispatching proper members of the Fire and Police Departments; knowledge of the streets and boundaries of the City; knowledge of the transmitting equipment for a complex public safety communications system; ability to direct and evaluate the activities of all other officers in the dispatching area; ability to interpret and clearly explain new administrative policies and procedures; ability to make emergency decisions affecting the lives and properties of many citizens; ability to make sound recommendations for departmental personnel transfers, promotions, and discipline; knowledge of office practices and procedures; ability to do systematic clerical work requiring the use of independant judgment; ability to establish and maintain good morale and effective working relationships with subordinates and meet the public effectively.

LICENSE NEEDED: Third Class Restricted Radiotelephone Operator Permit; Valid Indiana Drivers License, if City vehicle used.

IMMEDIATE SUPERVISOR: Chief of Communications

HOURS: 8:00 a.m. - 5:00 p.m. On call 24 hours.

SALARY: Labor Grade 9 EXEMPT

Revised: February 1984

(36)

ASSISTANT TRAFFIC ENGINEER — 770 - TRAFFIC ENGINEERING

Definition

Under general direction, to assist in the planning, design, constructio repair, maintenance, and operation of various means and devices used in the municipal traffic and parking control system; perform other duties as required.

Examples of Duties

Assists in supervising and evaluating studies of vehicular traffic conditions affecting the City; assists in supervising the activities of groups involved in surveying, design, device testing and repair, estimating and planning of traffic engineering projects; assists in supervising planning and design of proposed alternative traffic routing, flow, and devices; directly oversees all sign painting and placement and street marking for facilitating traffic flow; assists in coordinating all activities with federal, state, and county plans, rules and regulations; assists in the supervision of clerical and data programming and analysis operations; informs contractors and other departments of engineering requirements; assists in reviewing and developing design and construction standards and specifications.

Employment Standards

Education and Experience: Any combination of college achievement and/or professional experience equivalent to graduation from college in civil or highway engineering, and five years of increasingly responsible experience in highway and traffic engineering work.

Knowledge and Abilities: Knowledge of principles and practices of civil and highway engineering; knowledge of the various systems of traffic flow control, including computerized programming; knowledge of the use, construction, maintenance and placement procedures for devices and materials used in traffic control; knowledge of construction contract administration; ability to assist in the supervision of the work of various groups involved in separate but integrated functions; ability to plan and direct the construction, repair, maintenance and placement of signs, signals and street markings for improved traffic flow; ability to prepare concise and effective reports on all activities supervised; ability to establish and maintain effective working relationships with contractors, administrators, and the general public.

LICENSE NEEDED: Valid Driver's License if City vehicle used.

IMMEDIATE SUPERVISOR: Traffic Engineer

HOURS: 8:00 A.M. - 5:00 P.M. may fluctuate according to need

SALARY: C.C. Grade 14 ; Exempt

REVISED:

EEO JOB CATEGORY: 01

Assistant Airport Manager -Operations

Definition

Under general supervision of the Director of Airports, supervises the day-to-day activities of all maintenance functions and coordinates related activities with all tenants, federal, state, and local agencies, and other related aviation functions; performs other duties and is on call twenty-four (24) hours daily.

Examples of Duties

Responsible for the safe operation of the runways, taxiways, roads and grounds, water plant, plumbing, electrical, carpenter and mechanic activities on the airport; supervises the performance of necessary repairs and maintenance of the Board of Aviation physical facilities and coordinates those activities with the Federal Aviation Authorities as required; establishes and maintains liaison with all airport tenants thereby providing the support required to facilitate their objectives; maintains and establishes an organized maintenance system which will include scheduling, estimating, purchasing, and stock record keeping; initiates the purchase or acquisition of the required materials, men and equipment for the above mentioned activities; responsible for the runway condition checks, issues Notices to Airmen and operation of the airport as prescribed in the Airport Operations Manual; coordinates with the FAA Air Traffic Control Tower all activities such as construction, snow removal, sanding, and runway and taxiway repair as well as keeping them informed of surface conditions; responsible for the proper lighting and marking of the aviation surfaces including special supplemental marking and lighting during construction and snow removal. Responsible for the training of new personnel assigned in the operation of all airport equipment, and the radio communications procedures necessary for the safe operation of airport equipment around the aviation traffic involved during the maintenance of runways, taxiways, ramps, and hangars.

Employment Standards

Education and Experience

Degree required in aviation or related field. Four years of airport management experience or equivalent military ratings and experience. A pilot's license required.

Knowledge and Abilities

Must have working knowledge of requirements and limitations of all types of aircraft using the airports facilities and the F.A.R. requirements pertinent to all users of the airport; must have operating knowledge and use of all equipment pertaining to the maintenance of all airport facilities. Ability to plan, organize and supervise the work of all airport maintenance and repair employees in a variety of activities; have the ability to establish and maintain effective supervisory relationships with the employees under his supervision.

Assistant Airport Director

License Needed: Valid Driver's License and Pilot's License.

Immediate Supervisor: Director of Airports

Hours: 8:30 a.m. to 5:00 p.m.

Salary: Labor Grade 16. Commensurate with qualifications and experience. Not eligible for premium pay. Compensatory time off for overtime worked or holidays.

Revised: June 1982

Airport Comptroller

Definition

Under general supervision of the Director of Airports, direct and supervise the office activities and other financial responsibilities related to airport operations; perform other duties as assigned.

Examples of Duties

Direct all office activities as related to general and cost accounting, purchasing, accounts payable and receivable, personnel records, payroll, preparation of annual budget, preparation of financial statement on a monthly, annual, or special basis as required. Capable of rendering sound decisions regarding the above functions as listed. Assist director of airports in establishing policies and procedures as related to all financial matters, personnel policies and other areas as requested; perform duties as an assistant secretary to the Board of Aviation Commissioners; control all monies for airport as related to the accounts receivable, funds committed and dispersed for accounts payable, investments, etc.; attend monthly meetings of the Board of Aviation Commissioners responding to questions regarding financial statements and related reports. Assist the director of airports with other areas of airport operations.

Education and Experience

Degree required in Finance, Accounting, and Business Administration; five years experience in financial management; with one year experience with a small or medium hub airport.

Knowledge and Abilities

Knowledge of federal, state, county and municipal laws related to the financial management of an airport and related facilities; knowledge of the policies and procedures for modern airport operations and maintenance; knowledge of the principles of personnel management; knowledge of a variety of methods of reporting and planning budget expenditures and profits; ability to analyze financial problems and other related business matters and to make sound recommendations for policies and procedures; ability to express oneself effectively and to explain policies and procedures; ability to coordinate the most expeditious processes of accomplishing clerical goals; ability to effectively establish and maintain working relationships with all clerical workers, public and private officials, and the general public.

License Needed: Valid Driver's License

Immediate Supervisor: Director of Airports

Hours: 8:30 a.m. to 5:00 p.m.

Salary: Labor Grade 15. Commensurate with qualifications and experience. Not eligible for premium pay. Compensatory time off for overtime worked or holidays.

Revised: June 1982

Maintenance Superintendent

Definition

Under general supervision, to lay out and supervise the work of a crew of skilled and unskilled workmen in the maintenance of airport grounds and facilities; performs other duties as required.

Examples of Duties

Supervises all skilled and unskilled workmen in the maintenance; assign duties; keep time, records, order materials and supplies; repair and improvement of airport runways, taxiways, lighting, grounds, drainage systems and other facilities; supervises the removal of snow and the application of ice control materials; enforces safety regulations; operates trucks, tractors and other construction and maintenance equipment; issue NOTAMS; all other duties assigned.

Employment Standards

Education and Experience

High school graduate, some college desirable. Ten years of maintenance or construction experience.

Knowledge and Abilities

Knowledge of the materials, methods, and equipment used in the maintenance, repair and improvement of the facilities of a modern municipal airport; knowledge of the uses of, and the mixing, placing, and finishing of various concrete and asphalt mixes; knowledge of the methods; tools and equipment used in fighting airport fires; ability to read and interpret plans and specifications; ability to direct and supervise the work of others. Ability to issue NOTAMS. Be thoroughly trained in the use of two-way radio and the language used by air traffic controllers. Must understand both civil and military flying. A pilot's license and first-aid training would be desirable.

License Needed: Valid Driver's License. Pilot's License Desirable.

Immediate Supervisor: Assistant Airport Director-Operations

Hours: 8:00 a.m. to 4:30 p.m.

Salary: Labor Grade 14

Revised: June 1982

ADMINISTRATIVE ASSISTANT

55.

880 - STREET DEPARTMENT

DEFINITION

Under direction of the Street Commission, assists in the implementation and execution of a variety of projects; and does related work as required.

EXAMPLES OF DUTIES

Assists Street Commissioner as assigned. Collects data and does research; administers labor contract & personnel policies on behalf of Commissioner as assigned; interprets operating policies for other employees; coordinates and participates in preparation and collection of reports and records; acts as liason between commissioner & department employees.

EMPLOYMENT STANDARDS

Education and Experience: Any combination equivalent to graduation from college in business administration and one to two years of experience in business administration.

Knowledge and Abilities: Knowledge of administrative procedures; knowledge of public works operations and its peculiar terminology; knowledge of principles of efficient manpower and materials utilization; knowledge of basic statistical methods; ability to analyze problems and to make appropriate recommendations; ability to compile and write statistical and analytical reports; ability to interpret administrative & personnel policies as well as labor contracts with clarity and tact for other employees; ability to establish and maintain effective working relationships with administrative officials, employees, and the general public.

LICENSE NEEDED: None

IMMEDIATE SUPERVISOR: Street Commissioner

HOURS: 8:00 A.M. - 5:00 P.M. ; may fluctuate depending on need

SALARY: Labor Grade 10

REVISED: June 1984

EEO JOB CATEGORY: 01

Definition

Under general direction of Director of Administration and Finance Division, plans and directs the personnel management programs for both Civil City and City Utility Departments; performs other duties as required.

Examples of Duties

Under general direction, formulates, implements, and interprets City personnel policies and procedures; confers with administrators, supervisors, and employees regarding personnel needs and related problems; directs, coordinates, and participates in recruitment and selection efforts for the City; supervises the processing of departmental records and files and is responsible for their accuracy; prepares periodic and special reports regarding personnel needs, activities, recruitment, etc. as required; administers employee benefit program; directs the office staff.

Employment Standards

Education and Experience: Any combination of education and/or professional experience equivalent to a Bachelor's degree in Personnel Administration, Labor Relations, or a related field, and five years of increasingly responsible management, supervisory, or technical personnel experience, preferably in public personnel administration.

Knowledge and Abilities: Knowledge of the principles and practices of public personnel administration as it relates to municipal government organization; ability to analyze problems and develop appropriate personnel programs; ability to supervise; ability to establish and maintain effective working relationships with administrators, employees, and the general public.

LICENSES NEEDED: Valid driver's license if City vehicle used.

IMMEDIATE SUPERVISOR: Director, Administration and Finance Div.

HOURS: 8:00 a.m. to 5:00 p.m.; may fluctuate depending on need.

SALARY: City Utilities Labor Grade 18, Exempt.

REVISED: June, 1984.

Definition

Under general administrative direction, to direct and coordinate the activities of City departments concerned with public works and City Utilities engineering; and to do related work. To perform the duties required by State Statutes.

Examples of Duties

Advises the Mayor on engineering, construction and environmental plans and projects; sets policies and guides planning for engineering departments; advises other administrative officials of the City on matters related to engineering, construction and environmental concerns; appears before public hearings and Council meetings to explain policies and actions related to engineering and construction; coordinates the activities of all City engineering departments, which include plans and projects on streets, traffic, water distribution, electric systems, and sewage control; certifies all engineering plans and assessments; coordinates all projects with county, state, and federal officials and private contractors; assists in long-range planning by serving as consultant to all City planning departments; reviews and recommends budgets for engineering departments and projects; prepares variety of reports.

Employment Standards

Education and Experience: Any combination equivalent to graduation from college with a degree in civil engineering, and ten years of general engineering and engineering administration experience.

Knowledge and Ability: Must hold license as a registered professional engineer; knowledge of the operations, systems, and departments of the City and City Utilities; knowledge of principles and practices of civil engineering; knowledge of the materials, methods, and practices of municipal public works construction; knowledge of construction contract administration; knowledge of local, state and federal laws governing municipal public works and engineering standards; ability to supervise and coordinate diverse engineering departments and their management; ability to make long-range plans and decisions affecting the City and its public facilities; ability to establish and maintain an effective working relationship with contractors, the general public, and City officials and other employees.

License Needed: Professional Engineer's license

Immediate Supervisor: Chairman of Board

Hours: 8:00 A.M. - 5:00 P.M.

Salary: C. C. Grade 18

Revised: June, 1984

DEPARTMENT MANAGER OR DIRECTOR 390 DATA PROCESSING

Definition

Under general direction, assume administrative and technical responsibility for all data processing activities for the Utility and Civil City; perform other duties as required.

Examples of Duties

Administer salary and personnel policies; project data processing resource requirements including personnel, equipment, and facilities with associated costs; recommend new applications and analyses requests to be submitted to the MIS Board for approval; responsible for developing long range plan for Data Processing; evaluate new technical developments in view of the administration's plans and objectives; sit on MIS Board in exofficio capacity and for keeping that body adequately informed.

Employment Standards

Education and Experience: Any combination equivalent to four years of college in computer sciences or a related field and six years of data processing experience including supervisory experience.

Knowledge and Abilities: Aptitude in computer sciences, administration, statistics, and accounting; ability to direct the work of others.

LICENSE NEEDED: None

IMMEDIATE SUPERVISOR: Controller

HOURS: 8:00 a.m. - 5:00 p.m.

SALARY: LG-16; Exempt Position

REVISED: June 1984

DEFINITION

Under general direction of Personnel Director and Director of Finance and Administration Division, assists in planning and directing the personnel and labor relations functions for the City.

EXAMPLES OF DUTIES

Assists and advises as necessary the Personnel Director in personnel policy formulation, implementation and interpretation; confers with supervisors and employees regarding personnel needs and problems and suggests remedies; provides assistance to Director in recruitment and selection process; coordinates and manages summer hiring program(s); directs the job analysis and job evaluation process for the City; reviews and assures accuracy of requested pay increases and other documents; assists in labor relations functions as necessary, and acts as hearing officer when reqested by Labor Relations Director; routinely participates in labor contract administration; as required conducts salary surveys and responds to same; monitors unemployment claims, protests and appeals same when necessary and attends referee hearings; directs office staff.

EMPLOYMENT STANDARDS

Education and Experience: Any combination of college achievement and/or professional experience equivalent to a Bachelor's degree in personnel administration, industrial relations or related field, and three years of increasingly responsible experience in personnel & labor relations, preferably in the public sector.

Knowledge & Abilities: Knowledge of the principles and practices of personnel administration and labor relations as they relate to municipal government organization; ability to analyze problems and recommend appropriate remedies; ability to communicate effectively in both an oral and written fashion; ability to supervise; ability to establish and maintain effective working relationships with administrators, employees and the general public.

LICENSE NEEDED: Valid Driver's License if City vehicle used

HOURS: 8:00 A.M. to 5:00 P.M.; hours may vary depending on need

SALARY: City Utilities Labor Grade 15

REVISED: July 1984

EEO JOB CATEGORY: 01

SUPERVISOR-INDUSTRIAL WASTE & SLUDGE OPERATIONS

(60.)

Definition:

Under general supervision, administer the Industrial Pretreatment and the Sludge Management Programs, supervise the Industrial Waste Section and sludge lagoon operations.

Example of Duties

Supervises the collection of samples and flow measurements from commercial and industrial accounts, enforces the local, state, and federal regulation regarding industrial wastewater discharges and land application of sludges review plans and specifications for industrial pretreatment facilities, coordinate industrial waste loadings with plant operations, maintain records, prepare reports, and permit applications, act as liason between plant superintendent and industrial contributors in all matters regarding industrial discharges, consult with industry on the treatment of their waste, consult with others communities regarding pretreatment programs and laboratory work; liason between the City, Indiana State Board of Health, and the Environmental Protection Agency regarding Industrial Pretreatment, Sludge and Hazardous Waste Management; review laboratory reports and procedures. Supervise and schedule the work of operators and laborers at the sludge disposal facility including equipment maintenance, manage the sludg Management Program, maintain recards, act as technical assistant to lab.

Employment Standards

Education and Experience

A mimimum of B.S. degree in chemistry or chemical engineering with experience in instrumental laboratory analysis. A minimum of five (5) years experience in wastewater treatment or related field and a minimum of two years laboratory experience in water and wastewater analys particularily on instruments, such as, AA, GC, LC, UV, IR and/or GC/MS. Some knowledge of heavy equipment operations and maintenance is helpfu

Knowledge and Abilities

Knowledge of industrial processes and wastewater treatment processes, monitoring equipment, detailed analytical procedures for both wet and instrumental analysis of industrial/municipal wastewaters and soils/ sludges. Ability to deal and work with industrial management and the Stat and Federal Regulatory bodies. Must be thoroughly familiar with local, state, and federal lasw and regulations concerning industrial/municipal pretreatment, sludge management and hazardous waste disposal.

LICENSE NEEDED:

IMMEDIATE SUPERVISOR: Superintendent

SALARY: L.G. 15; Exempt

HOURS: 7:30 to 4:00

(61)

MANAGER OF OPERATIONS

310 WPC-Plant

DEFINITION

Supervises and coordinates activities of plant supervisors, operators, laborers, custodians, and other plant personnel. Prepares work schedules, subject to approval of superintendent. Analyzes recording instrument readings and laboratory test results; adjusts various plant processes accordingly. Prepares reports and maintains records. Inspects plant to determine efficiency of operation, cleanliness and maintenance requirements. Determine remedial action in emergencies. Conducts training program. Requisitions chemicals and supplies. Can perform duties of superintendent in his absence.

QUALIFICATIONS

Any combination equivalent to graduation from college in sanitary, civil, chemical, mechanical, or environmental engineering, the earning of a State License as a Class IV Wastewater Treatment Plant Operator, and five years of experience in responsible supervisory work at a water or sewage treatment plant.

Knowledge of the principles and practices of wastewater plant and related pumping station operations; knowledge of the function and mechanical operation of various treatment equipment; knowledge of the methods of repair and maintenance of all such equipment; ability to interpret technical instructions in reference manual, mathematical or diagrammatical form; ability to read and interpret from gauges the operating status of all plant and related equipment; ability to utilize principles of logic to define problems, collect and analyze data, and draw valid conclusions; ability to write clear, concise reports; ability to establish and maintain effective relations with the general public and industrial and government officials; ability to plan and supervise the work of others.

CERTIFICATION

Class IV Wastewater Treatment Plant Operator

IMMEDIATE SUPERVISOR: Superintendent W.P.C. Plant

Labor Grade 15; Exempt

HOURS:

REVISED: 6/84

ENGINEERING SUPERVISOR
DEPARTMENT OF TRANSPORTATION

62.

Description: Responsible for the administration of the following divisions of the Department of Transportation; Street Lighting Engineering, Street Lighting Maintenance, Warehousing, and Right of Way Permits and enforcement. Position reports directly to the Director of Transportation Engineering with limited supervision from the Director of Transportation Operations and from the City Engineer.

Education and Experience:

Graduation from an accredited college or university with a B.S. in Civil, Electrical or Construction Engineering and 4 years experience in transportation engineering; primarily in illumination of roadways, 2 years of which must have been in a supervisory capacity; or, graduation from a two year technical degree program from an accredited college or university in the above disciplines and 8 years experience in transportation engineering; primarily in illumination of roadways, 2 years of which must have been in a supervisory capacity.

Examples of Duties: Includes but not limited to: Define and recommend program areas, preparation of budget requests, daily supervision of subordinate personal, administration of design and construction project, authorize expenditure of funds for materials and equipment approved by the Director, enforcement of City specifications and issuance of permits for work in the public right-of way.

LABOR GRADE 14 - exempt

(63)

PROJECT ENGINEER

300 WPC ENGINEERING

Definition

Under general direction, to assist in the administration of the planning, design, construction and inspection of engineering projects related to sanitary and storm sewer systems; to oversee the execution of a variety of such projects; perform other duties as required.

Examples of Duties

Oversees a variety of workers involved in planning, designing, construction and/or inspecting various devices and structures which are part of the City Utilities sewer and water pollution control system; determines the size of piping, type and spacing of ditches and fittings for various projects; reviews plans of developer; prepares and maintains specifications and standards; establishes special design features for outside bidding; supervises plans preparation, drafting, and mapping; supervises survey parties and inspection teams; locates and identifies City Utilities facilities prior to planning; issues work orders and purchase orders to cover new sewer systems or extensions of existing systems; checks all plans to determine possible conflicts and necessary modifications; supervises field and office personnel assigned to a project; oversees inspection of all new sewer construction to assure compliance with plans and specifications.

Employment Standards

Education and Experience: A B.S. Degree in either Civil, Sanitary or related Engineering, and two years of experience in sewer engineering work, or equivalent responsible experience.

Knowledge and Abilities: Knowledge of the principles and practices of sewer and water pollution control engineering; knowledge of the materials, methods and practices of public sewer utilities; ability to analyze design and construction problems and to take decisive actions for their remedy; ability to supervise and coordinate the work of engineering field and office personnel; ability to establish and maintain effective working relationships with contractors, the general public and other department personnel.

LICENSE NEEDED: Professional Engineer License; Valid Driver's License if Utility vehicle used.

INNDEDIATE SUPERVISOR: Chief wpt Engineer

HOURS: 8:00 a.m. - 5:00 p.m.

SALARY: Labor Grade 14 -- Exempt

REVISED: May, 1979

(64)

SUPERVISOR, MAINTENANCE 310 W.P.C. PLANT

Definition

Under general supervision, to supervise and coordinate the work of repairmen, laborers, and building servicemen; to supervise the maintenance and repair of all equipment and facilities at the Water Pollution Control Treatment Plant, its many related pumping stations and other facilities; and to perform other duties as required.

Examples of Duties

Supervises and schedules the work of building and equipment maintenance employees; assists in all maintenance and repair projects, when needed; is responsible for all building and grounds upkeep; supervises and assists in the repair of all motors, tanks, meters, and other equipment; supervises the receipt, handling and storage of all inventory items; supervises the maintenance and repair of equipment at all pumping stations and regulators; supervises the assembly and installation of new equipment; analyzes mechanical problems and makes appropriate assignments and reports; maintains records of all repairs, maintenance, and inventory received, used and on hand.

Employment Standards

Education and Experience: Any combination equivalent to graduation from high school and five years of experience in the repair and maintenance of industrial or wastewater treatment equipment.

Knowledge and Ability: Knowledge of advanced methods of efficient repair and maintenance of a variety of water treatment mechanisms; knowledge of building maintenance and repair methods and grounds maintenance; ability to keep accurate records of supplies, equipment, and work accomplished; ability to make concise, clear reports; ability to supervise and coordinate other mechanics, repairmen, electricians and laborers; ability to perform all mechanical and grounds maintenance tasks required of those supervised; ability to schedule work and analyze workmanship; ability to establish and maintain effective working relations with contractors and engineers.

LICENSE NEEDED: Valid Driver's License

IMMEDIATE SUPERVISOR: Superintendent

HOURS:

SALARY: L.G. 14; Exempt

REVISED: July 1978

(65.)

EEO/AA Administrator — Utility Operations

Definition

Under administrative direction, to ensure employment practices that will meet all Local, State and Federal requirements, perform other duties as required.

Examples of Duties

Supervises and coordinates all staff efforts; acts as administrator; responsible for program developmental planning, counseling and guidance; monitors and reviews all Affirmative Action Programs and other programs designed to ensure minority group employment and to eliminate discriminartory hiring, training, and advancement policies and practices; makes onsite inspections of businesses whose services are contracted by the City; represents the City and the Mayor on various boards dealing with employment and minority businesses; compiles statistics on percentage and placement of minority group members in both City Goverment, related businesses; unions and other private groups, and the community itself; attends conferences to which the City is invited or which the City sponsors to ensure minority group participation; to assist in preparation of EEO-4 annual report; to keep and maintain files on Affirmative Action Progress, and to be cognizant of City-wide EEO concerns.

Employment Standards

Education and Experience: Any combination of college achievement and/or professional experience equivalent to a Bachelor's degree in personnel administration, sociology or related field, and four years of increasingly responsible experience in manpower development and social work with emphasis on Affirmative Action and Equal Employment Opportunity.

Knowledge and Abilities: Knowledge of the principles and practices of sociology and psychology as applied to human relations in personnel placement and training; knowledge of methods and techniques of comprehensive program analysis; knowledge of business, government, unions, industrial employment, training and placement procedures and problems; ability to establish effective working relationships with various independent community agencies, both public and private; ability to compile statistics and data accurately for various reports to various levels of government; to hold and participate in work shops and seminars to train city staff personnel in proper Affirmative Action; to counsel with employees, particularly entry level employees.

LICENSE NEEDED: Valid Driver's License if Utility Vehicle Used
IMMEDIATE SUPERVISOR: Director of Personnel
HOURS: 8:00 a.m. - 5:00 p.m.; may fluctuate depending upon need
SALARY: City Utilities Labor Grade 14 Exempt
REVISED: July, 1981

SUPERVISOR (67) ADMINISTRATIVE SERVICES CENTER ...

Definition

Under general direction, supervise, manage, and participate in performing the tasks of the Administrative Services Center, including the centralized clerical operation, in-house printing, centralized library, audio-visual center, stores and form supply service, and mail room; performs other duties as assigned.

Examples of Duties

Supervises the operation of an in-house print shop and copying facility, and administers contract printing contracts;

Tests and trains clerical staff on telephone system, office machines, audio-visual equipment, word processing equipment.

Supervises a central clerical staff, tests and determines advancement, assigns duties and work; manages a central library, and an audio-visual center; assists in word-processing functions.

Maintains records, supervises shipping, incoming, outgoing and interoffice mailings.

Employment standards

Education and experience: Any combination equivalent to graduation from high school, including or supplemented by courses in typing, shorthand, office procedures and four years of increasing responsibility in administration.

Knowledge and abilities: Basic understanding of office procedures and practices; ability to do clerical and receptionist tasks efficiently; not less than 65 words per minute (tested) typing; knowledge (tested) of correct spelling, grammar, punctuation; ability to transcribe from dictation equipment with accuracy; ability to meet the public effectively; ability to accurately maintain personnel and payroll records, ability to establish training and testing program for clerical personnel; ability to direct the work of others, all in a confidential and professional manner.

License needed: None

Immediate Supervisor: Director of Operations

Hours: 8:00 A.M. to 5:00 P.M. Some evening, weekend hours

Salary: Labor Grade 13 Exempt

EEO Job Classification: 06

Established: June 1984.

ADMINISTRATIVE ASSISTANT
METER-READING

CUSTOMER RELATIONS 360

Definition:

Under general supervision, directs and coordinates the activities of that portion of the Customer Relations Department which deals with Meter Reading. Must also be able to perform the duties of the other Administrative Assistants in the Customer Relations Department.

Examples of Duties:

On a day-to-day basis, supervises Meter Readers and Audit and Error personnel; instructs, directs, schedules and assigns employees; and maintains employee sick-vacation-absence records.

Assists in expediting customer inquiries; arbitrates clerk-customer disputes; and oversees the maintenance of meter books; maintains supplies and obtains special reads as assigned; assists in establishing meter reading routes; field checks employee performance and accuracy.

Reviews and audits computer-generated reports; maintains departmental records and conducts appropriate correspondence; and

Performs other duties as assigned.

Employment standards:

Education and Experience: Education equivalent to a four-year high school and five years progressively more responsible experience in customer relations, meter-reading or other Utility operations or business practices and procedures, for which not more than two-years of accredited college or business college may be substituted. Prior supervisory experience desirable.

Knowledge and Abilities: Possess knowledge of on-line data entry, office procedures and established Utility rules; Able to read meters and report accurately, maintain employee and customer records, and to interact with customers, employees, other departments.

License Needed: Valid Indiana drivers licence.

Immediate Supervisor: Supervisor of Customer Relations

Hours: 8:00 a.m. to 5:00 p.m.

Salary: Labor Grade 11

Revised: June, 1984

OFFICE MANAGER (69) TRANSPORTATION

Definition

Under general supevision, performs a variety of managerial functions related to office management, as well as directing clerical duties of a clerical pool supporting all of the Transportation Departments and management of Department information.

Examples of Duties

Responsible for managing interanl office operationf of the Transportation Department. Takes and transcribes from shorthand and dictation tapes. Answers the telephone, takes messages, screens callers and visitors and schedules appointments. Supervises clerical office employees, delegates workload where needed to support the clerical needs of all the Transportation Departments. Types a variety of material, i.e. memorandum, letters, reports, charts, contracts. Deals with a variety of confidential materials.

Employment Standards

Education and Experience: Any combination equivalent to an Associates Degree in Business Administration, Office Management, or equivalent, and three years of progressively responsible experience in clerical and office work.

Knowledge and Abilities: Knowledge of Office Practices and Procedures; knowledge of clerical recordkeeping procedures; ability to direct and coordinate the work of other clerical workers; ability to interpret and apply policies, regulations, and procedures; ability to analyze problems in office systems and devise and recommend superior procedures; ability to establish and maintain effective working relationships with other clerical workers and with the general public. Ability to type at a rate of 60 words per minute. Ability to take shorthand at a rate of 100 words per minute.

LICENSE NEEDED: None

IMMEDIATE SUPERVISOR: Directors of Transportation

SALARY: Labor Grade 10; Exempt

APRIL, 1984

70.

SECRETARY IX/CLAIMS INVESTIGATOR 440 - SAFETY & CLAIMS

DEFINITION

Under supervision to take and transcribe dictation; to do secretarial and clerical work of average difficulty; to handle claims against and for the City of Fort Wayne; perform other duties as required.

EXAMPLES OF DUTIES

Takes and transcribes dictation of correspondence, memoranda, reports and other materials; types from rough draft, copy, dictating machine, marginal notes, or verbal instruction; performs clerical work requiring the use of independent judgment and the interpretation of established policies and procedures; interprets departmental and municipal administration policies; makes appointments and arranges meetings; interviews, screens and routes visitors and phone calls; composes routine correspondence; operates standard office equipment; refer complaints to proper department; keep log of all C.C. and C.U. vehicle accidents and property damage reports; contact various City departments for all forms, estimates or records in regard to vehicle accidents and property damage; deals with public and insurance companies in regards to claims; has to use independent judgment in handling of claims; use of independent judgment in settling of claims.

EMPLOYMENT STANDARDS

Education and Experience: Any combination equivalent to graduation from high school including or supplemented by courses in typing and shorthand, and three years of experience in receptionist, clerical and stenographic work. One year experience in claims.

Knowledge and Abilities: Knowledge of office practices and procedures; ability to do clerical and receptionist work requiring the use of independent judgment; ability to use a dictaphone; ability to type at a rate of 65 words per minute and take shorthand at a rate of 90 words per minute; ability to meet the public effectively.

LICENSE NEEDED: None

IMMEDIATE SUPERVISOR: Supervisor of Safety & Claims

HOURS: 8:00 A.M. - 5:00 P.M.; May fluctuate depending on need

SALARY: City Utilities Labor Grade 9; Exempt

REVISED: June, 1984

EXECUTIVE CLERICAL SECRETARY ADMINISTRATIVE SERVICES CENTER ...

Definition

Under minimal supervision, performs basic clerical tasks, transcription, word processing and substitutes for Executive Secretaries; performs other duties as assigned.

Examples of Duties

Performs clerical pool tasks, participating in advancement training program, assuming greater responsibilities, eligible for advancement to position as EXECUTIVE SECRETARY or ADMINISTRATIVE ASSISTANT.

Transcribes and types from dictation equipment, rough draft, copy, notes, and verbal instruction; utilizes word processing equipment; types and calculates budgets, personnel, purchasing, payroll and similar documents; operates telephone system, facsimile equipment, modem and similar data transfer; maintains library of materials and periodicals; maintains office filing systems; assists in training others; composes routine correspondence and compiles reports; performs clerical tasks requiring the use of independent judgment and interpretation of established policies and procedures.

Employment standards

Education and experience: Any combination equivalent to graduation from high school, including or supplemented by courses in typing, shorthand, office procedures and two years in a clerical occupation.

Knowledge and abilities: Basic understanding of office procedures and practices; ability to do clerical and receptionist tasks efficiently; not less than 65 words per minute (tested) typing; knowledge (tested) of correct spelling, grammar, punctuation; ability to transcribe from dictation equipment with accuracy; ability to meet the public effectively; ability to accurately maintain personnel and payroll records, all in a confidential and professional manner.

License needed: None

Immediate Supervisor: Administrative Services Center Supervisor

Hours: 8:00 A.M. to 5:00 P.M. Some evening, weekend hours

Salary: Labor Grade 7; Exempt

EEO Job Classification: 06

EXECUTIVE CLERICAL ASSISTANT — ADMINISTRATIVE SERVICES CENTER ...

Definition

Under supervision, performs basic clerical tasks, transcription, word processing and substitutes for Executive Secretaries; performs other duties as assigned.

Examples of Duties

Upon meeting minimum qualifications, performs clerical pool tasks, participating in advancement training program, assuming greater responsibilities, leading to position of EXECUTIVE CLERICAL SECRETARY, eligible for advancement to position as EXECUTIVE SECRETARY.

Transcribes and types from dictation equipment, rough draft, copy, notes, and verbal instructions; utilizes word processing equipment; types and calculates budgets, personnel, purchasing, payroll and similar documents; operates Telephone system, Facsimile equipment, modem and similar data transfer; manages library of materials and periodicals; maintains office filing systems; progresses to tasks of independent judgment with reduced supervision and direction.

Employment standards:

Education and experience: Any combination equivalent to graduation from high school, including or supplemented by courses in typing, shorthand, office procedures and one year in a clerical occupation.

Knowledge and abilities: Basic understanding of office procedures and practices; ability to do clerical tasks efficiently; not less than 60 words per minute (tested) typing; knowledge (tested) of correct spelling, grammar, punctuation; ability to transcribe from dictation equipment with accuracy; ability to meet the public effectively.

License needed: None

Immediate Supervisor: Administrative Services Center Supervisor

Hours: 8:00 A.M. to 5:00 P.M. Some evening, weekend hours

Salary: Labor Grade 5 Exempt

EEO Job Classification: 06

THE COUNCIL THEN ADJOURNED.

CERTIFICATE

I hereby certify that I am the duly elected, acting and incumbent City Clerk of Fort Wayne, Indiana and as such the custodian of the records of the Common Council of said City and that the above and foregoing is the true, full and complete record of the proceedings of the Common Council of the City of Fort Wayne, Indiana for its Special Session, held on Saturday the 28th day of July, 1984, that the numbered ordinances and resolutions shown therein were duly adopted by said Common Council on said date and were presented by me to the Mayor of the City of Fort Wayne and were signed and approved or disapproved by said Mayor as and on the dates shown as to each such ordinance and resolution respectively; and that all such records, proceedings, ordinances, and resolutions remain on file and record in my office.

WITNESS my hand and the official seal of the City of Fort Wayne, Indiana, this 28th day of July, 1984.

Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Revised by mutual agreement
6/20/83

The City of Fort Wayne

LETTER OF AGREEMENT

BETWEEN

CITY OF FORT WAYNE, INDIANA

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS
and AEROSPACE WORKERS, LOCAL 2569

Pursuant to provisions of Addendum B of the Agreement between the City of Fort Wayne, Indiana and the International Association of Machinists and Aerospace Workers, Local 2569, the following items have been executed and constitute modifications to that agreement commencing January, 1, 1984 and continuing through the life of the agreement:

1) The following IAM & AW represented positions in Civil City of Fort Wayne, City Utilities of Fort Wayne and all related operations, having been evaluated by a panel consisting of both Union and Management representatives, will be fixed at the following labor grades as of the implementation date of this letter of agreement:

DEPARTMENT	TITLE	LABOR GRADE
Street Light Engineer	Engineer (Design)	13
	Junior Engineer	12
	Secretary VII	7
	Technical Aide	7
	Groundman	6
	Journeyman Electrician	10
Street Light Warehouse	Materials Control/Office Supervisor	12
	Maintenance Electrician	11
	Operator/Repair Person	9
	Materials Control/Storeroom Keeper Assistant	11
	Stockman Assistant & Night Patrol	7
Water Engineering	Investigative Water Coordinator	13
	Junior Engineer	12

DEPARTMENT	TITLE	LABOR GRADE
Water Engineering (cont.)	Secretary VII	7
WPC Engineering	Project Engineer	14
	Engineer	13
	Junior Engineer	12
	Project Technician	11
	Secretary VII	7
	Secretary V	5
WPC Plant	Chemist	14
	Assistant Chemist	12
	Technician	12
	Inspector-Electrical/ Mechanical	11
	Office Manager	9
	Secretary VI	6
	Clerk-Typist II	2
	Assistant Technician	10
C.U. Garage	Senior Mechanic	10
	Stockroom Keeper	8
	Mechanic (Journeyman Mechanic)	9
	Mechanics Helper	5
	Wash & Gas Person	2
	Clerk-Typist III	3
Transportation	Administrative Secretary	8
Technical Services	Survey Division Chief	14
	Inspection Div. Chief	14
	Drafting Division Chief	14
	Working Leader	13
	Cost Accountant	12
	Survey Party Chief	13
	Survey Pary Chief "B"	12
	Inspector "A"	12
	Drafting Technician "A"	11
	Right-of-Way Inspector	12
	Survey Technician "A"	11
	Instrument Technician	9
	Inspector "B"	10

DEPARTMENT	TITLE	LABOR GRADE
Technical Services (cont.)	Reproduction Machine Operator	8
	Drafting Technician "B"	9
	Survey Technician "B"	8
	Inspector "C"	7
	Information Processing Operator	8
	Administrative Secretary	8
Controller's Office	Financial Accountant	11
	Barrett Law Accountant	10
	Accountant/Bank Reconciliation	9
	Bookkeeping-Data Entry	8
	Accounting Clerk	8
Metro Human Relations	Intake/Investigator	9
	Secretary VI	6
	Commission Clerk	4
	Fair Housing Analyst/Investigator	8
City Clerks Office	Secretary V	5
	Teller	5
Board of Works	Secretary VI	6
C.D. & P.	Planner II	14
	Planner I	12
	Land Use Specialist	12
	Zoning Enforcement Officer	12
	Assistant Zoning Enforcement Officer	10
	Administrative Secretary	8
	Urban Designer II	14
	Urban Designer I	12
	Drafting Technician	8
	Secretary VII	7
	Secretary VI	6
	Receptionist/Typist	4
C.D. & P. HANDS	Rehabilitation Technician	11
	Assistant Department Accountant	10
	Loan Officer	10

DEPARTMENT	TITLE	LABOR GRADE
C.D. & P. HANDS (cont.)	Assistant Relocation Spec.	9
	Housing Counselor	10
	Financial Secretary	7
	Secretary VII	7
	Secretary IV	4
	Program Development Asst.	10
Street Engineering	Design Engineer	14
	Project Engineer	14
	Engineer	13
	Land Acquisition Agent	13
	Administrative Secretary	8
Police Civilians	Journeyman Mechanic	9
	Secretary VII	7
	Mechanic's Helper (Mechanic)	7
	Clerk Typist/Computer Input	7
	Secretary IV	4
	Clerk Typist IV	4
	Secretary VI	6
Fire Civilians	Senior Mechanic	10
	Secretary VI	6
	Secretary V	5
Communications	Dispatcher	11
Traffic Engineering	Engineer (Traffic Design)	13
	Signal Electrician	11
	Junior Engineer	12
	Data Processing Technician	9
	Painter First Class	9
	Administrative Secretary	8
	Secretary VI	6
	Clerk Bookkeeper	8
Animal Control	Complaint Officer	11
	Education Specialist	11
	Officer/Animal Control	10
	Utility Person/Bookkeeper	9
	Animal Care Specialist	6
	Clerk-Dispatcher	6
	Clerk-Typist III	3

DEPARTMENT	TITLE	LABOR GRADE
E.M.S.	Secretary V	5
Park Department	Receptionist/Bookkeeper	6
	Secretary VI	6
	Accounts Payable Specialist	6
	Accounts Receivable Specialist	6
	Secretary VI	6
	Administrative Secretary Sr. Citizen's Center	8
	Secretary VII, Zoo	7
Redevelopment	Project Techinician	11
Parking Administration	Parking Control Officer I	9
	Working Leader	8
	Parking Control Officer II	8
	Administrative Secretary	8
	Parking Control Officer III	5
	Utility Person	4
	Attendant	3
CETA	Contract Management Clerk	7
	Cost Accountant	11
	Officer Manager Fort Wayne Operations	8
	Records Clerk	9
	Records Clerk Aide	5
	Intake Program Specialist	11
	Forms Specialist	7
	Administrative Secretary	8
	Secretary VI	6
	Office Clerk	6
	General Maintenance	4
	MIS Clerk	7
	Planner Evaluator	12
	Word Processing Coordinator	8
	Accounts Payable Specialist	6
	Property Control Clerk	10
	Payroll Clerk	7
	Contract Managment Specialist	11
	Placement Specialist	13

DEPARTMENT	TITLE	LABOR GRADE
CETA (cont.)	Secretary V	5
	Receptionist	6
	Assessment Training Specialist	11
	Assistant Training Aide	6

2) Base pay for EMT's shall be increased according to the scale below. The existing percentages of the appropriate base as outlined in Article XXIII, shall apply for the duration of the bargaining agreement.

	1984	1985
ALS	$21,200	$22,500
BLS/ Paramedic Student	$17,900	$19,000
BLS	$16,650	$17,650

3) Apprenticeship Agreements for federally approved programs will be executed prior to January 1, 1984 for the following positions;
   A) Traffic Signal Electrician Apprentice
   B) Street Lighting Electrician Apprentice
   C) Automotive Mechanic Apprentice

4) Pay adjustments for individuals in positions being upgraded will be to the next highest amount in the new labor grade, unless this would result in pay increases of 3% or less. In this situation, the increase will be made to the next higher step.

5) New positions created by the City or substantially modified will be re-evaluated by a joint panel in accordance with the City Evaluation Plan II.

For the City of Fort Wayne:

James M. Huntine, Director of Personnel/Labor Relations

For International Association of Machinists and Aerospace Workers:

Fred E. Roberts, Directing Business Representative

EXHIBIT B

AGREEMENT BETWEEN

THE CITY OF FORT WAYNE, INDIANA

AND

THE FORT WAYNE PATROLMEN'S BENEVOLENT ASSOCIATION, INC.

LOCAL #15

(AFFILIATED WITH):

THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS

AFL-CIO

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PREAMBLE

This Agreement is made and entered into on this 24th day of March, 1981, by and between the City of Fort Wayne, Indiana, hereinafter referred to as the "Employer," and the Fort Wayne Patrolmen's Benevolent Association, Inc., hereinafter referred to as the "Union," and under the authority of Ordinance Bill No. S-78-05-14, Special Ordinance No. S-156-78.

WITNESSETH

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to wages, hours of employment, fringe benefits and working conditions for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any bargainable issues or subjects, unless mutually agreed to by the City and the Union, except as may be herein specifically provided; and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement. Changes in the working Agreement agreeable to both parties may be made at any time.

Article I

PURPOSE

Section 1. Purpose: The purpose of this Agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning wages, hours of employment, fringe benefits and working conditions and to establish a basis for the cooperative solution of problems by responsible parties to the end that a spirit of peace and cooperation be maintained.

Article II

RECOGNITION

Section 1. Recognition of Union: The Employer hereby recognizes the Fort Wayne Patrolmen's Benevolent Association, Inc. as the exclusive representative of all employees as defined below for the purpose of collective bargaining with respect to wages, hours of employment, fringe benefits and working conditions.

Article III

BARGAINING UNIT

Section 1. The bargaining unit to which this Agreement applies shall include all commissioned officers of the Fort Wayne Police Department below the rank of Sergeant actually assigned to the Fort Wayne Police Department.

Article IV

COVERAGE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana and its successors, assigns, and/or future assignees; and shall be unaffected by any reorganization, reclassification, merger, or other change in the legal status of the City of Fort Wayne, Indiana, or in any Governmental Unit presently a part of the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by any sale, transfer or assignment of property owned, leased, managed or controlled by the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by legislation subsequent to the effective date of this Agreement respecting the capacity to contract of the City of Fort Wayne, Indiana, and/or any executive department thereof.

Section 2. The provisions of this Agreement shall be applicable to all programs, projects, services, and/or activities undertaken by any executive department of the City of Fort Wayne, Indiana, subsequent to the execution of this Agreement; the provisions of this Agreement shall also be applicable to any program, project, service, or activity presently being performed by any executive department of the City of Fort Wayne, Indiana, which, subsequent to the execution of this Agreement, is delegated to a private party and/or any governmental unit by ordinance or by contract between the City of Fort Wayne, Indiana, and a private party, and/or governmental unit.

Article V

MANAGEMENT RIGHTS

Section 1. Recognition of Management: The Union hereby recognizes the Employer as having the sole right to direction of the working forces, including, but not limited to the right to determine the work to be performed by employees; to employ, promote, demote, transfer, lay-off, discipline, suspend or discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the working force; to establish standards and methods; to hire civilians except for patrol and investigative field work; to transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The Employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement which limit and restrict these defined Employer rights. Therefore, the employer agrees that in exercising the rights herein, nothing shall be construed, or applied in any manner which negates, modifies, or supersedes the rights of employees, or the Union, where such rights are expressly set forth in this Agreement.

Section 2. Rules and Regulations: The Union recognizes that the Employer reserves the right to establish rules, and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising therefrom shall be subject to the grievance procedure. The Union will be furnished a copy of any new or revised rules affecting bargaining unit employees at

least five (5) days in advance of the effective date. Two (2) representatives selected by the Union shall be present at all meetings of the Rules and Regulations Committee, called by the Employer to discuss revision of rules and regulations of the Police Department.

Article VI

UNION SECURITY

Section 1. All employees who are hired and who complete sixty (60) days of employment subsequent to the effective date of this Agreement shall, as a condition of continued employment, either join the Union and pay the monthly Union dues and Initiation Fees, when required, or pay an agency fee equal to the amount of monthly Union dues.

Section 2. All employees who are hired subsequent to the effective date of this Agreement shall, as a condition of employment, sign a statement of understanding and a release from liability against the City and the Union if said employee is discharged from employment under the Union Security Article.

Article VII

DUES DEDUCTIONS

Section 1. Union Membership: The Employer will accept a signed dues deduction authorization, or agency fee deduction authorization, by any member of a bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of a bargaining unit in the amount of monthly dues, or initiation fees or assessments uniformly required to the Union (certified by the Treasurer of the cognizant Local Union as the

proper amount) and such authorization shall remain in effect for the duration of this Agreement. However, any such authorization may be revoked by an employee on a written notice by certified mail to the employer with a copy being sent to the Union.

Deduction of Union dues shall be made on the first payday of the month following the month in which the authorization was received and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the cognizant Treasurer of the Union no later than the twentieth (20th) day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction made.

Article VIII

UNION REPRESENTATION

Section 1. Upon prior notice to the Chief of Police, or his designated representative, authorized agents of the Union shall have access to the Employer's establishment for purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. It is expressly agreed that the Employer is hereby released from any and all liability for an injury to such agent, occurring while he is on the premises of the Employer.

Section 2. The Employer will recognize four (4) bargaining committeemen, one (1) of whom shall be designated as chairman of the committee. Time spent in meetings set up by Management, for the first thirty (30) days of negotiations, mediation and aribtration, set by Ordinance Bill No. S-78-05-14, Special Ordinance No. S-156-78, will be paid for necessary time lost in negotiations with representatives of the Employer. Negotiations shall be held during normal shift business hours of the Employer. The Employer will accommodate the Union in respect to time off with pay, which will permit employees to negotiate during the first thirty (30) days of negotiations, mediation and arbitration.

Accredited representatives of the Union shall be chosen from its members who are employed by the Employer. For the purpose of this paragraph, "employee" is defined as a person who is in the bargaining unit.

The Employer will recognize shift representatives or their alternate representative designated by the Union to the Employer in writing. Union representatives shall be afforded such time as needed to carry out their grievance responsibilities. Any shift representative who finds it necessary to leave his work station to transact legitimate grievance business may do so after notifying his Supervisor in writing and being released in a reasonable amount of time. The steward will notify the Supervisor of the legitimate grievance business. The Union agrees to make every effort in the conduct of grievance matters to minimize interference with production and the

orderly operation of the Employer, and further agrees that alternates will process grievances only in the absence of the shift representative.

The Employer agrees that Union employees who file a grievance with the Employer will not be questioned in respect thereto without advising the employee of his right to Union representation.

Section 3. The Union shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 4. Designated Union Representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving.

Section 5. One (1) officer of the Union as designated in writing shall be granted sufficient time as needed to conduct legitimate union business. These matters shall include, but not be limited to, contract interpretation, grievance matters and to further promote harmonious relations between management and the union. While engaged in such matters, said officer shall not suffer any loss of seniority nor loss of financial remuneration.

Section 6. The City will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this contract.

Article IX

GRIEVANCE AND ARBITRATION

Section 1. Grievance defined: A grievance shall be defined as any dispute arising concerning the interpretation or application of this Agreement or with respect to the circumstances and conditions of employment except as otherwise provided in this Article. No management prerogative reserved solely to the authority of the City shall be made the subject of a grievance. Grievances may be submitted, as defined, relating to matters contained in this Agreement. Suspensions, dismissals, and reductions in grade, are not grievable or arbitrable. It is specifically understood that any matters governed by statutory provisions shall not be considered grievances and subject to the grievance procedure herein. When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the Grievance Procedure hereinafter prescribed.

Section 2. Grievance Limitations: If more than one employee has the same grievance, two (2) aggrieved employees, representing all aggrieved employees, as selected by the Union, shall proceed through Step 1 of the Grievance Procedure, as set forth in this Article, representing all employees with the same grievance. The parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of Steps one (1) and two (2) of the Grievance Procedure, as set forth in this Article. A grievance must be filed within ten (10) working days following knowledge which gave rise to the alleged grievance, but not to exceed thirty (30) calendar days following the action.

Section 3. Grievance Procedure: The Grievance Procedure shall be as follows:

STEP 1. The grievance shall be orally presented by the aggrieved employee and/or shift representative to his immediate supervisor. The supervisor must give his oral answer within five (5) days.

STEP 2. If no satisfactory settlement is reached in Step 1, the grievance shall be reduced to writing and advance to Step 2, within five (5) days by the shift representative, who will discuss the grievance with the immediate supervisor. Within five (5) days, the immediate supervisor shall give his written answer after consultation with the Shift Commander.

STEP 3. In the event the grievance is unresolved in Step 2, it shall be delivered by the Union within five (5) days to the Director of Labor Relations. A meeting between the Director of Labor Relations and the Chief of Police or their designated representatives and members of the Union Grievance Committee shall be held within twelve (12) calendar days after delivery to the Director of Labor Relations to discuss the grievance. If not satisfactorily adjusted at this meeting, the Director of Labor Relations shall give his written answer within ten (10) calendar days of the meeting. Nothing in Step 3 shall prohibit the Chief of Police or his designated representative from meeting with the shift representative and settling the grievance during this twelve calendar day period.

STEP 4. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within thirty (30) days following receipt of the Employ-

er's third step answer, notify the Employer of the Union's intent to arbitrate the dispute. Upon receipt of such notification, the Employer and the Union shall select an arbitrator from a panel of seven arbitrators from the Federal Mediation and Conciliation Service which have been selected jointly by the parties. After receipt of the panel of arbitrators, the parties shall draw lots to determine who shall strike the first name from the list of seven arbitrators, then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement, and his decision shall be limited to the particular grievance in question. The answer of the arbitrator shall be in writing unless otherwise agreed on by both parties.

The arbitrator's decision shall be final and binding on the parties, and in the event either party shall fail or refuse to abide by the decision of the arbitrator, the offended party can bring an action in the appropriate court. The court in its discretion, will award the prevailing party reasonable attorney fees in addition to any other relief adjudged.

The Union and the Employer shall equally share the fee of the Arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Section 4. Time Limitations: All time limits prescribed as set forth in Section 3, Steps 1 through 4, may be extended by mutual agreement of the parties. Failure of the party charged to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the aggrieved party to process the grievance to the next step within the time limits shall constitute a basis for the party charged to deny the grievance.

Article X

SENIORITY

Section 1. Seniority Defined: Seniority as defined in this paragraph means the most recent date of continuous appointment within the Fort Wayne Police Department. Seniority for the purpose of this Agreement shall apply to members of the bargaining unit. If two or more employees have the same employment date with the Fort Wayne Police Department, the ranking for seniority shall be based on an alphabetized listing of the employees by the last name. All new employees shall be considered probationary employees for one (1) year from the most recent date of appointment to the Fort Wayne Police Department and shall be excluded from the bidding procedure for one (1) year. An employee shall be terminated and the employee's seniority broken when he (a) quits; (b) is discharged for just cause; or (c) is laid off for a period of twelve (12) months.

A. Division Shift Seniority as defined in this paragraph shall mean the Operations Division, Investigative Division, Administrative Division, and non-excluded work units under the

direct authority of the Chief of Police. An organization Diagram of the Police Department shall be attached as Appendix A. Excluded from division shift seniority, for the purposes of job bidding, will be the Vice and Narcotics Section, Crime Prevention, Research and Planning, Public Information, Community Relations and Property Management, not to exceed an aggregate total of fifteen (15) excluded positions.

Section 2. Seniority List: The City will provide the Union with a copy of an updated seniority list every six (6) months.

Section 3. Job Bidding:

A. As an opening occurs in a non-excluded position through normal attrition or promotion, eligible employees as defined in this agreement shall be permitted to bid for the opening, and be awarded the job on the basis of seniority.

B. A senior employee may, if agreeable between the parties, have partner preference as long as such preference is on the same shift, and after exercising such preference shall be denied the right to a partner preference for three (3) months from the date of selection.

C. If two employees apply for the same opening and they have identical seniority dates, then the system as defined in Seniority Defined, based on an alphabetical list shall prevail.

D. The principle of seniority, Division, Bureau, shift and job classification, in that order, shall be the deciding factor in effecting job selection.

E. Job classifications for the purpose of job bidding in the following classifications are: Motorized Patrol District, Foot Patrol, Police Desk, Swing Man, Canine (K-9) Handler,

Radar Unit, Accident Unit, Cycle Unit, Juvenile Bureau, Crime Prevention, Vice and Narcotics, Detective Bureau Sections, and other specific jobs not excluded from the bid program. Employees who bid job classifications on the basis of seniority are responsible for fulfilling job requirements and are subject to disciplinary action for failure to do so.

F. As job classification vacancies occur through normal attrition, employees shall be permitted to bid for job classification vacancies on a seniority basis within a division shift.

G. Jobs shall be classified and bid according to seniority. The bidding employee, after any needed outside training, shall be evaluated at the end of thirty (30) working days by his immediate supervisor and Shift Commander, and shall have his final evaluation before his sixtieth (60th) working day. Employees who are found by the evaluations not to be able to perform adequately shall be notified in the presence of a shift representative, and be returned to the division and shift from which they came. Employees who themselves decide within the sixty days not to maintain their job shall be returned to the division, bureau, and shift from which they came.

H. Nothing in this agreement shall prevent management from creating new job classifications or extending or decreasing existing job classifications provided each new job classification covered under this Agreement is posted for bid in accordance with the bidding procedure in Article X of this Agreement.

I. It is recognized that the Employer has the right to assign work to its employees, and seniority shall not, nor shall anything contained in this Agreement be construed to restrict the Employer in requiring an employee in one classification from doing any work temporarily in any other classification. Temporary reassignment of a job classification within the Uniform Division for motorized patrol district, foot patrol and police desk shall be accomplished as far as possible, on an inverse seniority basis, with primary consideration for coverage of patrol districts and minimum reassignment of on-duty patrolmen to accomplish coverage. A member of the bargaining unit shall be permitted no more than two (2) temporary reassignments during any calendar year. Temporary shall be defined as a period not to exceed thirty (30) working days. The Employer shall notify the Union in writing prior to any reassignment of employees and include the expected duration, individuals and assignments involved. In extraordinary circumstances, the Employer and Union may negotiate the duration of a temporary reassignment to exceed thirty (30) working days. Temporary reassignment for special events requiring manpower reallocation shall be accomplished on a department wide inverse seniority basis. Temporary reassignment of a job classification shall not be used to avoid the bid system.

J. Each employee will be permitted to bid for an unfilled job classification, but after a successful bid shall be denied the right to bid again for six (6) months. Each employee will be permitted to exercise department wide seniority preference, but after having successfully bid for division, bureau and

shift shall be denied the right to bid again for six (6) months. Job classifications excluded from the bid system shall be appointed by the Chief of Police.

K. Job bids will include division, bureau and shift being bid and the date of opening and closing. Bids will be posted and remain open five (5) calendar days. Unsuccessful bids will not be counted against the employee's number of bids per calendar year. An employee may bid on more than one job, but not more than three (3) jobs simultaneously. An employee may not exercise bidding rights while under departmental suspension.

L. Upon a job deletion or opening by management after two (2) department wide bids, the more junior employee will be required to fill the open job.

M. Bids must be posted on all Police Department bulletin boards for five (5) calendar days. Persons to accept bids will be the Shift Commanders. Employees must bid for jobs on forms provided by the Police Department. Employees must bid in person by signature and will receive a receipt to show that a bid has been placed. The employee will retain the original and the person issuing the receipt will forward the copy along with the bid at the time the bids close to the Chief of Police of his designee. An employee may remove his name from the bid by appearing in person to the Shift Commander during working hours with his receipt during the five (5) days while the bid is still open. The union steward may act in behalf of an employee on any bidding procedures provided written authorization is furnished.

N. Upon completion of the one (1) year probationary period, jobs held by new employees shall be open for bid by all members of the bargaining unit.

O. The seniority of employees promoted to jobs outside the bargaining unit shall continue to accumulate during the time of such promotion. In the event such employee returns to the bargaining unit, he shall be entitled to whatever rights and privileges his accumulated seniority would entitle him without prejudice. Employees appointed to excluded positions, on vacating these positions and returning to the regular bid positions, shall take an opening that has been posted and remains unfilled. After such employee has been in that position for ninety (90) days, he may bid on any other posted job in the bargaining unit.

P. In the event of a layoff of members of the bargaining unit, the order of layoff shall be inversely related to length of service (the last man hired shall be the first man laid off).

Q. In the event members have the same seniority date, layoff shall be inversely related to an alphabetized listing of the members by last name (the last name alphabetically shall be the first laid off).

R. Should the City find it necessary to lay off members of the bargaining unit, it shall give the Union notice not less than two (2) weeks prior to the effective date of the lay off of the initially affected employee. The City will inform the Union of the nature of the layoff within three (3) working days of the notice. The City, at this meeting, shall provide the Union with a current seniority list of the bargaining unit.

S. In the event of a recall to work, the order of return shall be directly related to length of service (the last man laid off shall be the first man returned to work).

Article XI

HOURS OF WORK

Section 1. Except as hereinafter provided, the basic work week of bargaining unit employees represented by the Union shall consist for the Operations Division, but not including Traffic Bureau Office Personnel, the following: A repeating nineteen day rotation consisting of four days on and two days off followed by four days on and two days off followed by five days on and two days off at eight hour shifts.

Section 2. Under abnormal working conditions, the Chief of Police shall have the right to temporarily change normal working hours. Temporarily is defined as the length of the abnormal working conditions.

Section 3. Normal hours for the Investigative Division shall be, but not limited to the repeating nineteen (19) day rotation defined in Section 1, or five (5) days on and two (2) days off, at 8 hour shifts.

Section 4. Adverse Weather Conditions: When the temperature is below freezing, or weather conditions are such that it would endanger the safety of the officer, operation of the Cycle Unit shall be suspended during such period of adverse weather.

Article XII

POLICE OFFICERS' BILL OF RIGHTS

This Article is known and may be cited as the Fort Wayne Police Officer's Procedural Bill of Rights. These rules shall be for the government of the Fort Wayne Police Department and shall be the Internal Police Personnel Policies.

For purposes of this Article, the term "Police Officer" includes Fort Wayne City Police Officers on full time active duty within the bargaining unit as defined in this Agreement.

Section 1. Officers of the Fort Wayne Police Department hold status as public officers in that the nature of their office and their performance of their duties involves the exercise of the Police Power of the City and State.

Section 2. The security of the City and its citizens depends upon the manner in which Fort Wayne Police Department members perform their duties. The performance of such duties involves those members in all manner of contacts and relationships with the public, superior officers and fellow officers.

Section 3. Situations may arise out of such contacts and relationships brought about by the actions of members of the force. Such situations may require prompt investigation by superior officers designated by the Director of Public Safety, the Chief of Police, and Division Commanders or other competent authority designated by the Chief of Police.

Section 4. Except as otherwise provided by law, no police officer shall be prohibited from engaging or be coerced or required to engage in political activity.

Section 5. When, for any reason, any police officer is under investigation or subjected to questioning by his commanding officer, or any other duly assigned member of the Police Department, which could lead to disciplinary action, demotion, dismissal, transfer or administrative charges, and to insure that such investigation or questionings are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each Police Officer, the following rules of procedure are hereby established.

A. The questioning shall be conducted at a reasonable hour, preferably at a time when the Police Officer is on duty, or during the normal waking hours for the Police Officer, unless the seriousness of the investigation requires otherwise. The questioning shall be completed within a reasonable time after the occurrence of the event giving rise to the investigation. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.

B. The Police Officer under investigation shall be informed at least two (2) working days prior to such questioning of the rank, name and command of the officer in charge of the investigation, and the questioning officer, unless evidence establishing probable cause that a felony has been committed demands an immediate investigation. All questions directed to the police officer under investigation shall be asked by and through no more than two questioners.

C. The police officer under investigation shall be informed of the nature of the investigation, or whether he is a

witness or the object of the investigation, and of any charges against him at least two (2) working days prior to any questioning.

D. The questioning session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated.

E. The police officer under investigation shall not be subject to offensive language or threatened in any manner whatsoever. The police officer under investigation shall not be subjected to visits by the press or news media without his express consent, nor shall his name, home address or photograph be given to the press or news media without his express consent.

F. The complete questioning of a police officer may be recorded. A tape recording may be made of the questioning, and the police officer shall have access to the tape if any further proceedings are contemplated or prior to any further investigation at a subsequent time. The police officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. The police officer being questioned shall have the right to bring his own recording device and record any and all aspects of the questioning.

G. When the police officer is under investigation for the commission of a criminal offense, he shall be completely informed of all his rights prior to the commencement of the interrogation. If the officer chooses to invoke his protection under these rights at that time, that officer shall not be

subject to charges of insubordination or failure to cooperate for that reason.

H. No police officer shall have his locker, desk, or other space for storage that may be assigned to him searched except in his presence, or unless a valid search warrant has been obtained.

I. At the request of any police officer under investigation, he shall have the right to be represented by counsel or any union representative of his choice who shall be present at all times during such questioning whenever such questionings may result in disciplinary action or criminal charges against the police officer.

J. This section shall not apply to any investigation or questioning of a police officer in the course of counseling, instruction, or informal verbal admonishment by, or other routine contact with a supervisor.

Section 6. No police officer shall have any comment adverse to his interest entered in his personnel file, or any record kept at his place or unit of employment or any other place recording such comments by any person, without the police officer having first read and signed the instrument containing the adverse comment indicating he is aware that such comment is being placed in his personnel file or other place of recordation of such comments, except that such entry may be made if, after reading such instrument containing any adverse comment, the police officer refused to sign it. A witness shall thereafter note that such officer was presented with the opportunity to read and sign such instrument and refused to do so. Nothing in

this provision shall apply to notes and records compiled by an investigator during the course of an investigation of a police officer provided, however, that upon completion of the investigation, the police officer shall have access to all notes and records of the investigation.

Section 7. A police officer shall have fifteen (15) working days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

Section 8. Before the questioning of any police officer as a result of a complaint by a citizen, that citizen shall be required to sign a statement clearly stating the allegation, a copy of which shall be provided to the officer at the time said officer is directed to report for questioning.

Section 9. No police officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless: (a) such information is obtained under proper legal procedure, or (b) there is probable cause that bribes or other improper inducements may have been given to such police officers.

Section 10. No police officer shall be given an unnatural, artificial, or make-work assignment for the purpose of discipline or punishment.

Section 11. No police officer shall be discharged, disciplined, demoted, transferred or denied promotion or reassignment or otherwise discriminated against in regard to his

employment, or be threatened with any such treatment by reason of his lawful exercise of his constitutional rights or the rights granted under this Article.

Section 12. An employee may inspect his personnel file and may be accompanied by a designated union representative, which may include an attorney. Any alleged discrepancies shall be brought to the attention of the Personnel Administrator for adjustment. If the matter is still unresolved, it shall be subject to the grievance procedure.

Section 13. No police officer shall be compelled to submit to a polygraph examination, voice stress analysis or other truth detection device against his/her will, nor shall voice stress analysis or other truth detection devices be unknowingly used during the course of an investigation of a police officer. No disciplinary action or other recrimination shall be taken against a police officer refusing to submit to a polygraph examination, voice stress analyzer, or other truth detection devices. No comment or notation shall be entered anywhere in the investigator's notes or anywhere else that the police officer refused to submit to a polygraph examination, voice stress analysis or truth detection device or that voice stress analysis or other truth detection device was unknowingly used. Testimony or evidence shall not be admissable at a subsequent hearing, trial or proceeding, judicial or administrative, to the effect that the police officer refused to submit to a polygraph examination, voice stress analysis, or other truth detection device or that voice stress analysis or other truth detection device was unknowingly used.

Article XIII

VACATIONS

Section 1. Employees shall be granted an annual paid vacation in accordance with the following schedule based on length of continuous service:

YEARS OF SERVICE	VACATION DAYS PER YEAR
0 - 6 months	None
6 months thru 1 year	5 days
1 year thru 3 years	10 days
4 years thru 5 years	15 days
6 years thru 15 years	1 additional day per year
20 years	5 additional days

Employees hired prior to the effective date of this agreement with 6 months to 3 years service shall be allowed 15 vacation days per year.

Section 2. During January of each year, employees may bid vacation preference for any period during the remainder of the year. These bids will be for a minimum of four (4) consecutive days. Employees having the greatest seniority will be given first choice in selecting the time of their vacation. This provision shall not require that all vacation days be bid in January. Vacation days not bid during January at a four (4) day minimum may be made anytime during the year on a single or multiple day basis and shall be awarded on a strict seniority basis if submitted fifteen (15) or more days in advance of the date requested. Vacation requests submitted less than fifteen (15) days in advance of the date requested shall be awarded in order of submission. Vacation bids under this provision will

be placed a minimum of two (2) days in advance of the anticipated vacation date. The number of employees on vacation on a shift in a division on a given day shall be determined by the City to assure orderly operation of the shifts within the separate divisions.

Section 3. Employees will be permitted to use three (3) vacation or comp days during a year without advance notice, provided the employee's supervisor is notified before the employee is scheduled to report to work, and the minimum number of personnel on the shift is maintained. Under no circumstances will an employee be permitted to use any combination of vacation or comp days to exceed the three (3) day maximum per year.

Article XIV

HOLIDAYS

Section 1. The following ten (10) holidays shall be holidays for members of the bargaining unit:

New Year's Day; Easter; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving; Christmas Eve; Christmas Day and; the employee's birthday.

Section 2. Holidays shall be bid according to division shift seniority, with preference to the most senior bidder. The preference for holidays will be made no later than thirty (30) days prior to the holiday.

Section 3. An employee who is not scheduled to work on any of the above holidays, shall be entitled to receive an additional day off as their holiday except, however, employees who work on any of the above named holidays shall be entitled to receive an

additional day off as their holiday, plus one half day compensatory time. Holidays may be taken at any time during the year.

Section 4. Holidays taken and not accrued shall be deducted from final check upon termination from department.

Article XV

PERSONAL DAYS

Employees shall be permitted one (1) personal day per year at their discretion provided adequate notification is provided to shift commander.

Article XVI

TRAINING OFFICER BONUS

New officers will be trained by an officer with a minimum of three (3) years seniority. Training officers will be selected by management, on a volunteer basis. If no officer volunteers, the least senior officer with three years seniority will be assigned.

All training officers shall receive a bonus of 8-1/2 hours compensatory time per month for each month engaged in training new officers. Substitute training officers shall receive 1/2 hour for each day engaged in training. During a new employee's probationary period, he shall be assigned, at all times, with a training officer with at least three years of seniority.

Article XVII

COMPENSATORY TIME

In the event a member of the bargaining unit is unable to use any accumulated compensatory time prior to the end of the calendar year, he shall be allowed to carry over such accumulated compensatory time, not to exceed fifty one (51) hours to July 1 of the subsequent year.

Article XVIII

DEATH IN FAMILY

Death leave will be granted in accordance with the Fort Wayne Police Department Manual, as follows: In the case of the death of relatives of members of the Fort Wayne Police Department, the officer involved may be given special leave on the following basis:

a. Up to five days in the event of the death of a member of the immediate family (parents, spouse, brother, sister, children, parents-in-law).

b. In the event of the death of the grandparents or brother-in-law or sister-in-law of the officer involved, one day will be granted.

c. Time off for funerals of other or more distant relatives will be granted when charged as vacation days only.

d. The multiple days provision stated above are to include the period prior to and including the day of the funeral.

e. Allowances prescribed above are not in addition to, but will be reduced by the number of regular days off which occur during any such leave period.

Article XIX

SICK LEAVE/WORKMEN'S COMPENSATION

Members of the bargaining unit shall be covered by the department Sick Leave Policy and Workmen's Compensation Policy (on duty or job related) that has been in effect. It is agreed, however, that for the purposes of procedure, the Fort Wayne Police Department Manual shall be followed.

Article XX

BARGAINING UNIT INFORMATION

During the term of this Agreement, the City, on a semi-annual basis, will provide the Union with the name, rank, district or bureau assignment, and home address of all employees the Union is authorized to represent by virtue of this Agreement and will keep such information current.

Article XXI

OVERTIME COMPENSATION

Employees who are, in the course of their duties, required to perform beyond their regularly scheduled hours of work, shall receive compensatory time at a rate of one and one-half (1-1/2) the actual amount of time worked beyond their regular shift. Overtime compensation shall be rounded to the nearest quarter hour. Overtime compensation forms shall be submitted in duplicate with one copy returned to the member following approval by management.

Article XXII

SAFETY

The City has the responsibility to establish and maintain adequate safety rules and regulations and to assure the issuance and maintenance of proper equipment to provide for the safety of its employees.

Article XXIII

MILITARY LEAVE

An employee shall be given a leave of absence in accordance with the Selective Service Act of 1948, as amended.

Article XXIV

MATERNITY LEAVE

Any female employee who becomes pregnant shall be considered on a leave of absence for the period during which she is therefore unable to work, which inability shall be certified by a licensed physician.

Article XXV

RESERVIST DUTY

An employee who is an active member of a recognized reserve component of the Armed Forces of the United States shall be granted time off for required active training. An employee shall be paid the difference, if any, between reservist pay and his rate of pay for a period not to exceed ten (10) normal working days, eighty (80) hours, in any calendar year. An employee shall furnish acceptable evidence of training time and payment therefore.

Article XXVI

EXCHANGE OF WORKTIME

All members of the bargaining unit will be allowed to exchange work time with other members of the bargaining unit of the same division and shift for any holiday or vacation day a bargaining unit member attempts to schedule but may be unable to obtain due to seniority or maintenance of minimum manpower on the given shift.

Article XXVII

LIFE INSURANCE

The City will continue to provide $15,000.00 double indemnity life insurance for the cost of $1.20 for each employee per year.

Article XXVIII

HOSPITALIZATION

Present hospitalization plan remains in effect.

Article XXIX

DEATH OF AN EMPLOYEE

In the event of the death of a permanent employee, while employed by the City, all accrued wages due, including allowances for unpaid holidays and vacation time will be paid to the beneficiary.

Article XXX

POLICE RESERVES

Use of the Fort Wayne Police Reserve will be limited to special events, crowd control, traffic control, special surveillance, prisoner transport, motor numbers, vandalism reports, assist regular officers on burglar alarm, noise disturbance, theft reports, abandoned vehicles, failure to pay, tow in, and routine patrol.

It is further agreed that the total complement of the Fort Wayne Police Reserve shall not exceed fifteen percent (15%) of the total authorized strength of the Fort Wayne Police Department.

It is also agreed between the employer and Union that no member of the Fort Wayne Police Reserve shall be permitted use of the Police Reserve uniform, weapon, police reserve identification card or police reserve badge for purposes of employment, with or without pay, outside the official operations of the Fort Wayne Police Department or for employment to provide private security to any business, group or individual within the City of Fort Wayne, with the exception of Fort Wayne Community School P.T.A. functions. Violations are cause for dismissal from the reserve force.

Article XXXI

SEPARABILITY CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent and

final jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion involved and shall not invalidate the remaining portions of this Agreement.

Article XXXII

DISCRIMINATION

Section 1. The Employer will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of, the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another Union.

Section 2. The Employer and the Union agree that it will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfer, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition, or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps, or the exercising of any rights under the grievance procedure.

Section 3. The Employer further agrees that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal

Pay Act of 1963, Executive Order 11246 as amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement.

Article XXXIII

BULLETIN BOARD

Section 1. The Employer agrees to furnish a sealed bulletin board located in each department where employees normally work for the use of the Union for posting of matters relating to Union meetings and other Union matters of a non-controversial nature. All such notices by the Union shall be signed by an authorized Union representative and a copy left in an area designated by the Chief of Police.

Article XXXIV

DURATION AND CHANGE

Section 1. This Agreement shall become effective at 12:01 a.m. March 24, 1981 and shall remain in full force and effect until 11:59 p.m. March 23, 1983. At that time the City of Fort Wayne shall have the option to no more than ninety (90) and at least sixty (60) days prior to March 23, 1983 to notify the union of a desire to amend or terminate this agreement. If the City does not exercise its option to amend or terminate the agreement by January 23, 1983, the agreement shall remain in full force and effect until 11:59 p.m. March 23, 1984. The union shall have the option to amend or terminate this agreement in the year 1984 by notifying the City no more than ninety (90) and at least sixty (60) days prior to March 23, 1984.

In the event the union does not provide such notice by January 23, 1984, this contract shall remain in full force and effect until 11:59 p.m. March 23, 1985, and from year to year thereafter unless either party in the year 1985 shall, no more than ninety (90) and at least sixty (60) days prior to any anniversary date hereof, notify the other party of a desire to amend or terminate this agreement. In the event any notice is given under the provisions of the above, the parties shall meet no later than fifteen (15) days after receipt of notice.

Section 2. No agreement, waiver, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by any employee or group of employees, with the Employer, and in no case shall it be binding upon the parties hereto, unless such Agreement is made and executed in writing between the parties.

The City of Fort Wayne

AGREEMENT

This written Agreement is entered into on this 24th day of March, 1981, by and between the City of Fort Wayne, Indiana, and the Fort Wayne Patrolmen's Benevolent Association, Inc.

WHEREAS: The Fort Wayne Patrolmen's Benevolent Association, Inc., has been recognized and is recognized as the sole collective bargaining agent by the City of Fort Wayne, Indiana, for certain members of the Fort Wayne Police Department;

NOW THEREFORE: The City of Fort Wayne, Indiana, agrees to recognize the Fort Wayne Patrolmen's Benevolent Association, Inc., as the sole collective bargaining agent for Patrolmen below the rank of Sergeant in the Fort Wayne Police Department.

In witness thereof, the parties have caused this Agreement to be executed by their respective officers and representatives thereunto duly authorized this 24th day of March, 1981.

FOR THE CITY OF FORT WAYNE:

Win C. Moses, Jr., Mayor

Member of the Board of Safety

Member of the Board of Safety

James M. Huntine, Sr.
Director of Personnel and
Labor Relations

Connie L. Reed, Assistant
Director Personnel and
Labor Relations

FOR THE FORT WAYNE PATROLMEN'S BENEVOLENT ASSOCIATION, INC.:

David J. Becher, President

Ronald J. Burkart,
Board Member

Jon W. Jones
Committee Member

Talmadge N. Moore, Jr.
Committee Member

Paul R. Smith
Committee Member

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

1981 WAGE & MONETARY FRINGE BENEFIT AGREEMENT BETWEEN THE CITY OF FORT WAYNE, INDIANA AND THE FORT WAYNE PATROLMEN'S BENEVOLENT ASSOCIATION, INC. LOCAL #15 DATED MARCH 24, 1981

WHEREAS: The Fort Wayne Patrolmen's Benevolent Association, Inc. and the City of Fort Wayne have through the collective bargaining process, including arbitration, arrived at an agreement on all monetary matters and issues related thereto;

NOW THEREFORE: Patrolmen on payroll as of January 1, 1981 shall receive a base annual pay of seventeen thousand seventy-five and 00/100 dollars ($17,075.00) for the year 1981 retroactive to January 1, 1981.

Patrolmen hired after January 1, 1981 shall receive for the first year eighty percent (80%) of the then existing base pay of a first class patrolman, for the second year ninety percent (90%) and the third year ninety-five percent (95%) of the then existing base pay of a first class patrolman. They shall also if hired after January 1, 1981 not be eligible for educational pay, technical pay or shift pay until completing three (3) years of service. Future educational bonus will only be paid for four (4) year degree in law enforcement.

Patrolmen on payroll January 1, 1981 shall receive educational bonus as follows:

(a) Four year baccalaureate degree as of January 1, 1981 shall receive bonus of nine hundred and 00/100 dollars ($900.00) per year.
(b) Two year associate degree as of January 1, 1981 shall receive bonus of four hundred fifty and 00/100 dollars ($450.00) per year.

Patrolmen on payroll January 1, 1981 shall receive shift pay as follows:

(1) "B" shift - Seven hundred and 00/100 dollars ($700.00),
(2) "C" shift - One thousand four hundred and 00/100 dollars ($1,400.00) to be added to regular earnings for such pay period.

Any officer who is required to attend court for matters related to law enforcement duties shall receive for each hour in court on off-duty time one and one-half times their normal hourly rate computed on base annual rate only. In addition for each such court appearance officers shall receive one hour of straight time pay for travel time when appearing on off-duty time, not to exceed two times a day (once in morning and once in afternoon).

Each officer shall receive five hundred and 00/100 dollars ($500.00) per year as a uniform allowance.

This agreement successfully concludes negotiations for 1981 between the Fort Wayne Patrolmen's Benevolent Association, Inc. and the City of Fort Wayne and is subject to City Council approval.

FOR THE CITY OF FORT WAYNE:

Win C. Moses, Jr., Mayor

Member, Board of Public Safety

Member, Board of Public Safety

James M. Huntine, Sr.
Director of Personnel and
Labor Relations

Connie L. Reed, Assistant Director
Personnel and Labor Relations

FOR THE FORT WAYNE PATROLMEN'S BENEVOLENT ASSOCIATION, INC.

David J. Becher, President

Ronald J. Burkart, Board Member

Jon W. Jones, Committee Member

Talmadge N. Moore, Jr.
Committee Member

Paul R. Smith
Committee Member

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

April 6, 1981

LETTER OF INTENT REGARDING
CLARIFICATION OF EXISTING PROCEDURES
FOR JOB ELIMINATIONS

TO: THE FORT WAYNE PATROLMEN'S BENEVOLENT ASSOCIATION, INC.

FROM: THE CITY OF FORT WAYNE, INDIANA

If an employee's position has been eliminated, the employee will exercise seniority on available, unfilled positions and have immediate bidding rights.

FOR THE CITY OF FORT WAYNE:

James M. Huntine, Director
Personnel & Labor Relations

Connie L. Reed, Assistant Director
Personnel & Labor Relations

Orville Roberts
Acting Chief of Police

FOR THE FORT WAYNE PATROLMEN'S BENEVOLENT ASSOCIATION, INC.:

David J. Becher
President

Ronald J. Burkart
Board Member

Jon W. Jones
Committee Member

Talmadge N. Moore, Jr.
Committee Member

Paul R. Smith
Committee Member

THE CITY OF FORT WAYNE

personnel

AGREEMENT

Between

CITY OF FORT WAYNE, INDIANA

And

PATROLMEN'S BENEVOLENT ASSOCIATION, INC.

The wages for the year of 1983 shall reflect a 3% increase across the board on current salaries. For the year 1984, a 5% across the board increase, plus an increase in clothing allowance of $175, making a total clothing allowance for the year 1984 of $675.

In addition, those new patrol officers who have served one year on the force in the department shall be eligible for shift pay, beginning January of 1984.

All other economic factors currently in existence shall remain the same. All of the above is subject to Council approval.

POSITION	1982	PROPOSED INCREASE	1983	PROPOSED INCREASE	1984
Patrolman	$17,758.00	$532.74	$18,290.74	$914.54	$19,205.28

FOR THE PATROLMEN'S BENEVOLENT ASSOCIATION, INC.:

David J. Becher, President

Jon W. Jones, Bargaining Committee

Ronald J. Burkart, Bargaining Committee

Talmadge N. Moore, Jr., Bargaining Committee

Paul R. Smith, Bargaining Committee

FOR THE CITY OF FORT WAYNE, INDIANA:

Win C. Moses, Jr., Mayor

Nick Palermo, Chairman
Board of Public Safety

James M. Huntine, Director
Personnel/Labor Relations

Matthew W. Collins, Personnel Officer, Labor Relations/ Compensation

Dated: July 8, 1982

EXHIBIT C

AGREEMENT BETWEEN

THE CITY OF FORT WAYNE, INDIANA

AND

THE FRATERNAL ORDER OF POLICE

INDIANA WAYNE LODGE #14, INC.

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PREAMBLE

This Agreement is entered into on this 21st day of May, 1981, by and between the City of Fort Wayne, Indiana, hereinafter referred to as the City, and the Fraternal Order of Police, Indiana Wayne Lodge #14, Inc., hereinafter referred to as Wayne Lodge #14, and under the authority of Ordinance Bill No: S-78-05-14, Special Ordinance No: S-156-78.

WITNESSETH

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to hours of employment, fringe benefits and working conditions for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any bargainable issues or subjects, unless mutually agreed to by the City and Wayne Lodge #14, except as may be herein specifically provided; and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement. Changes in the working Agreement agreeable to both parties may be made at any time.

Article I

PURPOSE

Section 1. Purpose: The purpose of this Agreement is to provide a procedure for orderly collective bargaining between

the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning hours of employment, fringe benefits and working conditions and to establish a basis for the cooperative solution of problems by responsible parties to the end that a spirit of peace and cooperation be maintained.

Article II

RECOGNITION

The City agrees to recognize Wayne Lodge #14 as the exclusive representative for all commissioned police officers holding the rank of Sergeant, Lieutenant and Captain of the Fort Wayne Police Department in all matters involving fringe benefits, hours and all other terms or conditions of employment.

Article III

BARGAINING UNIT

The bargaining unit to which this Agreement applies shall include all commissioned officers of the Fort Wayne Police Department holding the rank of Sergeant, Lieutenant and Captain of the Fort Wayne Police Department.

Article IV

COVERAGE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana and its successors, assigns, and/or future assignees; and shall be unaffected by

any reorganization, reclassification, merger, or other change in the legal status of the City of Fort Wayne, Indiana, or in any Governmental Unit presently a part of the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by any sale, transfer or assignment of property owned, leased, managed or controlled by the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by legislation subsequent to the effective date of this Agreement respecting the capacity to contract of the City of Fort Wayne, Indiana, and/or any executive department thereof.

Section 2. The provisions of this Agreement shall be applicable to all programs, projects, services, and/or activities undertaken by any executive department of the City of Fort Wayne, Indiana, subsequent to the execution of this Agreement; the provisions of this Agreement shall also be applicable to any program, project, service, or activity presently being performed by any executive department of the City of Fort Wayne, Indiana, which, subsequent to the execution of this Agreement, is delegated to a private party and/or any governmental unit by ordinance or by contract between the City of Fort Wayne, Indiana, and a private party, and/or governmental unit.

Article V

MANAGEMENT RIGHTS

Section 1. Recognition of Management: Wayne Lodge #14 recognizes the City as having the sole right to direction of the working forces including, but not limited to, the right to determine the work to be performed by employees; to employ, promote, demote, transfer, lay off, discipline, suspend or discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the working force; to establish standards and methods; to transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The City, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement which limit and restrict these defined employer rights. Therefore, the City agrees that in exercising the rights herein, nothing shall be construed, or applied in any manner which negates, modifies, or supersedes the rights of employees, or Wayne Lodge #14, where such rights are expressly set forth in this Agreement.

Section 2. Rules and Regulations: Wayne Lodge #14 recognizes that the Employer reserves the right to establish rules, and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising therefrom shall be subject to the grievance procedure. Wayne Lodge #14 will be furnished a copy of any new or revised rules affecting bargaining unit

employees at least five (5) days in advance of the effective date. Two (2) representatives selected by Wayne Lodge #14 shall be present at all meetings of the Rules and Regulations Committee, called by the Employer to discuss revision of rules and regulations of the Police Department.

Article VI

DUES DEDUCTIONS

Section 1. The City agrees to deduct from the wages of bargaining unit members, dues of Wayne Lodge #14, upon written authorization from the member to do so. One half the amount of Wayne Lodge #14 membership dues will be deducted in March and September of each year. These monies will be remitted by the City to the Wayne Lodge #14 Treasurer no later than the 10th day of the month following that of the deduction.

Section 2. Any authorization may be revoked by an employee by notifying the City of such intent by certified mail and with a copy being sent to Wayne Lodge #14.

Article VII

WAYNE LODGE #14 REPRESENTATION

Section 1. Upon prior notice to the Chief of Police, or his designated representative, authorized agents of Wayne Lodge #14 shall have access to the City's establishment for purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. It is expressly agreed that the City is hereby released from any and

all liability for an injury to such agent, occurring while he is on the premises of the City.

Section 2. The City will recognize four (4) bargaining committeemen, one (1) of whom shall be designated as chairman of the committee. Time spent in meetings set up by the City, for the first thirty (30) days of negotiations, mediation and arbitration, set by Ordinance Bill No: S-78-05-14, Special Ordinance No: S-156-78, will be paid for necessary time lost in negotiations with representatives of the City. The City will accommodate Wayne Lodge #14 in respect to time off with pay, which will permit employees to negotiate during the first thirty (30) days of negotiations, mediation and arbitration.

There will be eight hundred (800) hours donated per calendar year to be used for other than grievance and negotiating meetings and investigations held between the City of Fort Wayne, Indiana, and Wayne Lodge #14. This time can be used for business not related to political activities, and will be used by representatives as designated in writing to the Chief of Police by the president of Wayne Lodge #14. Use of this time shall be subject to maintaining minimum manpower requirements. Hours not used in the calendar year may be carried over to the following calendar year.

Section 3. Accredited representatives of Wayne Lodge #14 shall be chosen from its members who are employed by the City. For the purpose of this paragraph, "employee" is defined as a person who is in the bargaining unit.

Section 4. The City will recognize a grievance committee or their alternate representatives designated by Wayne Lodge #14 to the City in writing. Wayne Lodge #14 representatives shall be afforded such reasonable time as needed to carry out their grievance responsibilities. Any grievance committee member who finds it necessary to leave his work station to transact legitimate grievance business may do so after notifying his immediate supervisor and being released in a reasonable amount of time. The committee member will notify the immediate supervisor of the legitimate grievance business. Wayne Lodge #14 agrees to make every effort in the conduct of grievance matters to minimize interference with production and the orderly operation of the City, and further agrees that alternates will process grievances only in the absence of the committee members.

Section 5. The City agrees that Wayne Lodge #14 employees who file a grievance with the City will not be questioned in respect thereto without advising the employee of his right to Union representation.

Section 6. Wayne Lodge #14 shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 7. Designated Wayne Lodge #14 representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit

without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving.

Article VIII

GRIEVANCE AND ARBITRATION

Section 1. Grievance defined: A grievance shall be defined as any dispute arising concerning the interpretation or application of this Agreement or with respect to the circumstances and conditions of employment except as otherwise provided in this Article. No management prerogative reserved solely to the authority of the City shall be made the subject of a grievance. Grievances may be submitted, as defined, relating to matters contained in this Agreement. Suspensions, dismissals, and reductions in grade, are not grievable or arbitrable. It is specifically understood that any matters governed by statutory provisions shall not be considered grievances and subject to the grievance procedure herein. When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the Grievance Procedure hereinafter prescribed.

Section 2. Grievance Limitations: If more than one employee has the same grievance, two (2) aggrieved employees, representing all agrieved employees as selected by Wayne Lodge #14, shall proceed through Step 1 of the Grievance Procedure as set forth in this Article, representing all employees with the same grievance. The parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of

the Steps of the Grievance Procedure as set forth in this Article. A grievance must be filed within ten (10) working days following knowledge which gave rise to the alleged grievance, but not to exceed thirty (30) calendar days following the action.

Section 3. Grievance Procedure: Every member of the bargaining unit shall have the right to present grievances in accordance with the procedure provided as follows:

STEP 1: A member of the bargaining unit who believes he has cause for a grievance may discuss the matter directly with his immediate supervisor, with or without the assistance of a member of the grievance committee. Every reasonable effort shall be made to settle problems promptly at this point through discussion. The member shall have the right to discuss the complaint with a member of the grievance committee before any discussion takes place with his immediate supervisor. The immediate supervisor shall make arrangements for the employee to be off his job for a reasonable period of time to discuss the complaint with a grievance committee member.

STEP 2: If the matter is not satisfactorily settled during discussion with the immediate supervisor within five (5) days, the member in consultation with a member of the grievance committee shall reduce the complaint to a written grievance specifying what provision or provisions of the contract have been violated. The member shall sign the grievance and deliver

it to a member of the grievance committee. The member of the grievance committee shall deliver the written grievance to the Division's Deputy Chief, or his designated representative, for an answer. The Division's Deputy Chief, or his designated representative, shall present to a member of the grievance committee, a written answer within five (5) days, and shall state the facts taken into account in answering the grievance.

STEP 3: In the event the grievance is unresolved in Step 2, it shall be delivered to the Chief of Police. The Chief of Police shall present a member of the grievance committee with his answer in writing within five (5) days and it shall state the facts taken into account in answering the grievance.

STEP 4: In the event the grievance is unresolved in Step 3, it shall be delivered by the Wayne Lodge #14 within five (5) days to the Director of Labor Relations. A meeting between the Director of Labor Relations and the Chief of Police or their designated representatives and members of the Wayne Lodge #14's Grievance Committee shall be held within twelve (12) calendar days after delivery to the Director of Labor Relations to discuss the grievance. If not satisfactorily adjusted at this meeting, the Director of Labor Relations shall give his written answer within ten (10) calendar days of the meeting. Nothing in Step 4 shall prohibit the Chief of Police or his designated representative from meeting with the shift representative and settling the grievance during this twelve calendar day period.

Section 4. Arbitration Procedure: If the above Grievance Procedure has been followed and the parties are still unable to settle the grievance, Wayne Lodge #14 shall, within thirty (30) days following receipt of the Employer's Fourth Step answer, notify the City of Wayne Lodge #14's intent to arbitrate the dispute. Upon receipt of such notification, the City and Wayne Lodge #14 shall select an arbitrator from a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service which have been selected jointly by the parties. After receipt of the panel of arbitrators, the parties shall draw lots to determine who shall strike the first name from the list of seven arbitrators, then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement, and his decision shall be limited to the particular grievance in question. The answer of the arbitrator shall be in writing unless otherwise agreed on by both parties.

The arbitrator's decision shall be final and binding on the parties, and in the event either party shall fail or refuse to abide by the decision of the arbitrator, the offended party can bring an action in the appropriate court. The court in its discretion will award the prevailing party reasonable attorney fees in addition to any other relief adjudged.

Wayne Lodge #14 and the City shall equally share the fee of the Arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Section 5. Time Limitations: All time limits prescribed as set forth in Section 3, Steps 1 through 4, may be extended by mutual agreement of the parties. Failure of the party charged to respond within the time limits shall constitute a basis for excalating the grievance to the next step. Failure of the aggrieved party to process the grievance to the next step within the time limits shall constitute a basis for the party charged to deny the grievance.

Article IX

SENIORITY

Section 1. Seniority Defined: Seniority as defined in this paragraph shall mean an officers most recent date of appointment by the Merit Commission to the rank of Sergeant or Lieutenant, but in no event shall seniority for either rank date beyond 1 January 1976. If two (2) or more officers have the same appointment date as a Sergeant or Lieutenant the ranking for seniority shall be based on the officer's position on the Merit Commission Promotion List. The officer with the highest composite score shall be ranked first in seniority relative to the eligibility list issued by the Merit Commission, upon which the officer was selected for promotion.

Section 2. Seniority List: Within seven (7) days of the effective date of this agreement the City shall establish a department wide seniority list of all Sergeants and Lieutenants and provide the bargaining unit with an initial copy and an updated copy every 6 months thereafter.

Section 3. Transfers, Filling Vacancies: Vacancies which occur due to retirement, discipline, creation of a new position, promotion to captain or above, etc. in the Sergeants or Lieutenants ranks, shall be bid and filled in the manner prescribed by the Merit Commission.

Article X

HOURS OF WORK

Section 1. Except as hereinafter provided, the basic work week of bargaining unit employees represented by Wayne Lodge #14 shall consist for the Operations Division, but not including Traffic Bureau Office Personnel, the following: A repeating nineteen day rotation consisting of four days on and two days off followed by four days on and two days off followed by five days on and two days off at consecutive eight hour shifts.

Section 2. Under abnormal working conditions, the Chief of Police shall have the right to temporarily change normal working hours. Temporarily is defined as the length of the abnormal working conditions.

Section 3. Normal hours for the Investigative and Administrative Division shall be, but not limited to the repeating nineteen (19) day rotation defined in Section 1, or five (5) days on and two (2) days off, at consecutive 8 hour shifts.

Article XI

POLICE OFFICERS' BILL OF RIGHTS

This Article is known and may be cited as the Fort Wayne Police Officers' Procedural Bill of Rights. These rules shall be for the government of the Fort Wayne Police Department and shall be the Internal Police Personnel Policies.

For purposes of this Article, the term "Police Officer" includes Fort Wayne City Police Officers on full time active duty within the bargaining unit as defined in this Agreement.

Section 1. Officers of the Fort Wayne Police Department hold status as public officers in that the nature of their office and their performance of their duties involves the exercise of the Police Power of the City and State.

Section 2. The security of the City and its citizens depends upon the manner in which Fort Wayne Police Department members perform their duties. The performance of such duties involves those members in all manner of contacts and relationships with the public, superior officers and fellow officers.

Section 3. Situations may arise out of such contacts and relationships brought about by the actions of members of the force. Such situations may require prompt investigation by superior officers designated by the Chairman, Board of Safety, the Chief of Police, and Division Commanders or other competent authority designated by the Chief of Police.

Section 4. Except as otherwise provided by law, no police officer shall be prohibited from engaging or be coerced or required to engage in political activity.

Section 5. When, for any reason, any police officer is under investigation or subjected to questioning by his commanding officer, or any other duly assigned member of the Police Department, which could lead to disciplinary action, demotion, dismissal, transfer or administrative charges, and to insure that such investigation or questionings are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each Police Officer, the following rules of procedure are hereby established:

A. The questioning shall be conducted at a reasonable hour, preferably at a time when the Police Officer is on duty, or during the normal waking hours for the Police Officer, unless the seriousness of the investigation requires otherwise. The questioning shall be completed within a reasonable time after the occurrence of the events giving rise to the investigation. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.

B. The Police Officer under investigation shall be informed at least two (2) working days prior to such questioning of the rank, name and command of the officer in charge of the investigation, the questioning officer, and all other persons to be present during the questioning, unless evidence establishing probable cause that a felony has been committed

demands an immediate investigation. All questions directed to the police officer under investigation shall be asked by and through no more than two questioners.

C. The police officer under investigation shall be informed of the nature of the investigation, or whether he is a witness or the object of the investigation, and of any charges against him at least two (2) working days prior to any investigation.

D. The questioning session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated.

E. The police officer under investigation shall not be subject to offensive language or threatened in any manner whatsoever. The police officer under investigation shall not be subjected to visits by the press or news media without his express consent, nor shall his name, home address or photograph be given to the press or news media without his express consent.

F. The complete questioning of a police officer shall be recorded and there shall be no unrecorded questions or statements. A tape recording shall be made of the questioning, and the police officer shall have access to the tape if any further proceedings are contemplated or prior to any further investigation at a subsequent time. The police officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. The police officer being questioned shall have the right to bring his own recording device and record any and all aspects of the questioning.

G. When the police officer is under investigation for the commission of a criminal offense, he shall be completely informed of all his rights prior to the commencement of the interrogation. If the officer chooses to invoke his protection under these rights at that time, that officer shall not be subject to charges of insubordination or failure to cooperate for that reason.

H. No police officer shall have his locker, desk, or other space for storage that may be assigned to him searched except in his presence, or unless a valid search warrant has been obtained.

I. At the request of any police officer under investigation, he shall have the right to be represented by counsel or any union representative of his choice who shall be present at all times during such questioning whenever such questionings may result in disciplinary action or criminal charges against the police officer.

J. This section shall not apply to any investigation or questioning of a police officer in the course of counseling, instruction, or informal verbal admonishment by, or other routine contact with, a supervisor.

Section 6. No police officer shall have any comment adverse to his interest entered in his personnel file, or any record kept at his place or unit of employment or any other place recording such comments by any person, without the police officer having first read and signed the instrument containing the adverse comment indicating he is aware that such comment is being

placed in his personnel file or other place of recordation of such comments, except that such entry may be made if, after reading such instrument containing any adverse comment, the police officer refused to sign it. A witness shall thereafter note that such officer was presented with the opportunity to read and sign such instrument and refused to do so. Nothing in this provision shall apply to notes and records compiled by an investigator during the course of an investigation of a police officer provided, however, that upon completion of the investigation, the police officer shall have access to all notes and records of the investigation.

Section 7. A police officer shall have fifteen (15) working days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

Section 8. Before the questioning of any police officer as a result of a complaint by a citizen, that citizen shall be required to sign a statement clearly stating the allegation, a copy of which shall be provided to the officer at the time said officer is directed to report for questioning.

Section 9. No police officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless:

(a) such information is obtained under proper legal procedure, or (b) there is probable cause that bribes or other improper inducements may have been given to such police officers.

Section 10. No police officer shall be given an unnatural, artificial, or make work assignment for the purpose of discipline or punishment.

Section 11. No police officer shall be discharged, disciplined, demoted, transferred or denied promotion or reassignment or otherwise discriminated against in regard to his employment, or be threatened with any such treatment by reason of his lawful exercise of his constitutional rights or the rights granted under this Article.

Section 12. An employee may inspect his personnel file and may be accompanied by a designated union representative, or his own attorney. Any alleged discrepancies shall be brought to the attention of the Personnel Administrator for adjustment. If the matter is still unresolved, it shall be subject to the grievance procedure.

Section 13. No police officer shall be compelled to submit to a polygraph examination, voice stress analysis or other truth detection device against his/her will, nor shall voice stress analysis or other truth detection devices be unknowingly used during the course of an investigation of a police officer. No disciplinary action or other recrimination shall be taken

against a police officer refusing to submit to a polygraph examination, voice stress analyzer, or other truth detection devices. No comment or notation shall be entered anywhere in the investigator's notes or anywhere else that the police officer refused to submit to a polygraph examination, voice stress analysis or truth detection device or that voice stress analysis or other truth detection device was unknowingly used. Testimony or evidence shall not be admissable at a subsequent hearing, trial or proceeding, judicial or administrative, to the effect that the police officer refused to submit to a polygraph examination, voice stress analysis, or other truth detection device or that voice stress analysis or other truth detection device was unknowingly used.

Article XII

VACATIONS

Section 1. Members of the bargaining unit shall receive an annual paid vacation in accordance with the following schedule based on years of service:

Years Service	Vacation Days Per Year
3 - 5	15 days per year
6	16 days per year
7	17 days per year
8	18 days per year
9	19 days per year
10	20 days per year
11	21 days per year
12	22 days per year

13	23 days per year
14	24 days per year
15	25 days per year
16	26 days per year
17	27 days per year
18	28 days per year
19	29 days per year
20	30 days per year

Vacations shall be granted in accordance with the Police Department Policy.

Article XIII

HOLIDAYS

Section 1. Schedule: The following ten (10) holidays shall be holidays for members of the bargaining unit:

New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Christmas Eve, Christmas Day, and the employee's birthday.

Section 2. Holidays may be granted any time during the calendar year.

Section 3. Members of the bargaining unit who are required to work a holiday shall be granted the holiday plus one half (1/2) compensatory day off at a later date.

Section 4. Holidays taken and not accrued shall be deducted from final check upon termination from department.

Article XIV

ASSUMING DUTIES OF A HIGHER RANK

Anytime a member of the bargaining unit is required to assume duties, outside his regular duties, of a higher rank, he shall be compensated at the rate of one (1) hour of compensatory time for every eight hour period worked.

Article XV

BULLETIN BOARDS

The City shall provide four (4) sealed bulletin boards for use by Wayne Lodge #14, which are to be located in areas where members normally work.

Article XVI

MILITARY LEAVE

An employee shall be given a leave of absence in accordance with the Selective Service Act of 1948, as amended.

Article XVII

RESERVIST DUTY

Section 1. Federal law requires that any employee who is a reservist must be given time off for training without lost time. The reservist must request, within a reasonable time, a leave of absence for a training tour of duty. The reserve must keep the employer informed about scheduled week and weekend drills if such required drills necessitate his absence from work.

Two week summer camp leave up to 80 hours shall be handled as in the past per Rules and Regulations Section VI, paragraph 23, March 31, 1976.

Section 2. A reservist can do one of the following for weekend or weeknight drills:

A. Work on days off in place of days on drill.

B. Take vacation, holiday, or overtime days.

Article XVIII

DEATH IN FAMILY

Death leave will be granted in accordance with the Fort Wayne Police Department Manual, as follows: In the case of the death of relatives of members of the Fort Wayne Police Department, the officer involved may be given special leave on the following basis:

a. Up to five days in the event of the death of a member of the immediate family (parents, spouse, brother, sister, children, parents-in-law).

b. In the event of the death of the grandparents or brother-in-law or sister-in-law, uncle or aunt, of the officer involved, one day will be granted.

c. Time off for funerals of other or more distant relatives will be granted when charged as vacation days only.

d. The multiple days provision stated above are to include the period prior to and including the day of the funeral.

e. Allowances prescribed above are not in addition to, but will be reduced by the number of regular days off which occur during any such leave period.

Article XIX

PERSONAL DAYS

Two (2) personal days shall be granted to members of the bargaining unit to be used for urgent or unforseen matters. The employee shall advise his commanding officer in advance of such absence and the day shall be granted provided that the minimum number of personnel needed is maintained.

Article XX

OVERTIME

On any occasion that a member of the bargaining unit is required to attend or appear during his off duty hours, he shall be compensated at the rate of one and a half (1-1/2) times the actual amount of time spent, plus one (1) hour each way travel time. Members who are required in the course of their duties to remain beyond their regular scheduled hours of work shall receive compensatory time at the rate of one and one half (1-1/2) times the actual amount of time spent.

Article XXI

OVERTIME CARRY OVER

Members of the bargaining unit will be allowed to carry over from year to year a maximum of 200 hours of overtime.

Article XXII

CHAIN OF COMMAND

Under no circumstances shall the chain of command be violated. The highest ranking officer present shall assume command of any and all details, situations and assignments. In addition, a patrolman shall not be placed in command of any team, group, bureau, division or subdivision of the Fort Wayne Police Department, under any circumstances.

Article XXIII

SICK LEAVE

Members of the bargaining unit shall be covered by the department sick leave policy now in effect.

Article XXIV

ON THE JOB INJURY

The City shall pay the cost of all necessary hospital, physician care, prescriptions and related medical expenses for all on the job or duty related injuries.

Article XXV

DEATH OF AN EMPLOYEE

In the event of the death of a member of the bargaining unit, while employed by the City, all accrued wages due, including allowances for unpaid holidays and vacation time, will be paid to the member's beneficiary as designated on their life insurance policy.

Article XXVI

HOSPITALIZATION

Members of the bargaining unit shall be covered by the hospitalization plan now in effect.

Article XXVII

LIFE INSURANCE

Members of the bargaining unit shall be covered by the plan now in effect.

Article XXVIII

RETIRED OFFICERS INSURANCE OPTION

Employees who retire under the terms of any of our recognized retirement programs with the minimum of twenty (20) years service, shall be eligible to participate in the current retiree's group plan at the rates determined by the carrier.

Article XXIX

DISCRIMINATION

Section 1. The City will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of, Wayne Lodge #14. The City will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, Wayne Lodge #14, nor will it discourage or attempt to discourage membership in Wayne Lodge #14 or attempt to encourage membership in another Union.

Section 2. The City and Wayne Lodge #14 agree that they will not discriminate against any appliant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfer, lay-off, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition, or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps, or the exercising of any rights under the grievance procedure.

Section 3. The City further agrees that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, Executive Order 11246 as amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement.

Section 4. Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Article XXX

DURATION AND CHANGE

Section 1. This Agreement shall become effective at 12:01 a.m. May 21, 1981 and shall remain in full force and effect until 11:59 p.m. May 21, 1983. At that time the City of Fort Wayne shall have the option to no more than ninety (90) and at least

sixty (60) days prior to May 21, 1983 to notify Wayne Lodge #14 of a desire to amend or terminate this agreement. If the City does not exercise its option to amend or terminate the agreement by March 21, 1983, the agreement shall remain in full force and effect until 11:59 p.m. May 21, 1984. Wayne Lodge #14 shall have the option to amend or terminate this agreement in the year 1984 by notifying the City no more than ninety (90) and at least sixty (60) days prior to May 21, 1984.

In the event Wayne Lodge #14 does not provide such notice by March 21, 1984, this contract shall remain in full force and effect until 11:59 p.m. May 21, 1985, and from year to year thereafter unless either party in the year 1985 shall, no more than ninety (90) and at least sixty (60) days prior to any anniversary date hereof, notify the other party of a desire to amend or terminate this agreement. In the event any notice is given under the provisions of the above, the parties shall meet no later than fifteen (15) days after receipt of notice.

Article XXXI

SAVINGS CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion involved and shall not invalidate the remaining portions of this Agreement.

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

AGREEMENT

This written Agreement is entered into on this 21st day of May, 1981, by and between the City of Fort Wayne, Indiana, and the Fraternal Order of Police, Indiana Wayne Lodge #14, Inc.

WHEREAS: The Fraternal Order of Police, Indiana Wayne Lodge #14, Inc., has been recognized and is recognized as the sole collective bargaining agent by the City of Fort Wayne, Indiana, for certain members of the Fort Wayne Police Department;

NOW THEREFORE: The City of Fort Wayne, Indiana, agrees to recognize the Fraternal Order of Police, Indiana Wayne Lodge #14, Inc., as the sole collective bargaining agent for Sergeants, Lieutenants and Captains in the Fort Wayne Police Department.

In witness thereof, the parties have caused this Agreement to be executed by their respective officers and representatives thereunto duly authorized this 22nd day of May, 1981.

FOR THE CITY OF FORT WAYNE:

Mayor Win C. Moses, Jr.

Nick Palermo, Chairman
Board of Safety

Orville Roberts
Chief of Police

James Huntine, Personnel/
Labor Relations Director

Connie Reed, Asst.
Personnel/Labor Relations
Director

FOR THE FRATERNAL ORDER OF POLICE, INDIANA WAYNE LODGE #14, INC.:

Robert Putt, President

Jeron Biddle,
1st Vice President

Donald Stedge, Jr.
Chairman, Bargaining Committee

Homer G. Gatchell
Bargaining Committee Member

Lynn E. Armstrong
Bargaining Committee Member

THE CITY OF FORT WAYNE

personnel

August 20, 1980

WAGE AGREEMENT FOR THE YEARS 1980 & 1981
BETWEEN THE CITY OF FORT WAYNE, INDIANA AND
THE FRATERNAL ORDER OF POLICE, INDIANA WAYNE LODGE #14, INC.

The following items have been mutually agreed to by the Administration of the City of Fort Wayne and the members of the Wage Committee and the Executive Board of the Fraternal Order of Police, subject to ratification by the Fraternal Order of Police membership and approval of the City Council of Fort Wayne, Indiana:

ITEM 1 Each member of the Fraternal Order of Police shall have added an additional 2% of the base rate of a patrolman for the year 1980 added to their base rate as of July 1, 1980. The Fraternal Order of Police hereby drops their request for arbitration of the issue and considers the issue of 1980 wages settled. Payroll Department to make necessary adjustments as soon as possible with retroactivity to July 1, 1980.

ITEM 2 Grievance No. 80-01 shall be granted in union's favor and shift differential shall be paid retroactive to January 1, 1980 based on the following formula: The phrase "regularly determined earnings" on which shift differential shall be computed will mean actual regular earnings of officer entitled to shift differential and not that of a patrolman base wage.

ITEM 3 Request for arbitration of grievance 80-03, -04, -05, -06 and any others currently pending regarding seniority vs Police Chief's discretion in relation to transfer of billets will be dropped and grievances closed. This issue shall be addressed through joint committee of Fraternal Order of Police and management members set up and functioning under auspices of Police Merit Commission.

ITEM 4 Effective January 1, 1981 and based on the base pay of a patrolman as of this same date the following rank differential shall be in effect for the year 1981 and from year to year, thereafter, for the life of the agreement unless amended or terminated by either party according to terms of existing agreement:

Patrolman to Sergeant	10%
Sergeant to First Master Sergeant	2%
First Master Sergeant to Lieutenant	4.29%
Lieutenant to Captain	5%

FOR THE CITY OF FORT WAYNE:

James M. Huntine, Director
Personnel & Labor Relations

FOR THE FRATERNAL ORDER OF POLICE,
INDIANA WAYNE LODGE #14, INC.:

Robert Putt, President

WAGE AGREEMENT FOR THE YEARS 1980 & 1981
BETWEEN THE CITY OF FORT WAYNE, INDIANA AND
THE FRATERNAL ORDER OF POLICE, INDIANA WAYNE LODGE #14, INC.

FOR THE CITY OF FORT WAYNE (Cont.):

Connie L. Reed, Assistant Director
Personnel & Labor Relations

V. Dean Chandler, Payroll Supervisor
and Personnel Consultant

FOR THE FRATERNAL ORDER OF POLICE,
INDIANA WAYNE LODGE #14, INC. (Cont.):

Max Hobbs, Attorney

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

AGREEMENT
BETWEEN
CITY OF FORT WAYNE, INDIANA
and
THE FRATERNAL ORDER OF POLICE
INDIANA WAYNE LODGE #14, INC.

The wages for the members of the Fraternal Order of Police, Indiana Wayne Lodge #14, Inc., for the year 1982, shall reflect a 4% increase across the board subject to Council approval, as follows:

POSITION	1981	PROPOSED INCREASE	1982
Sergeant	$18,782.50	$751.30	$19,533.80
First Sergeant	19,158.15	766.33	19,924.48
Lieutenant	19,980.03	799.21	20,779.24
Captain	20,979.03	839.16	21,818.19

All other economic factors currently in existence shall be maintained.

FOR THE FRATERNAL ORDER OF POLICE, INDIANA WAYNE LODGE #14, INC.:

Robert Putt, President

Donald D. Stedge, Chairman
Bargaining Committee

Jeron Biddle, First Vice President

Homer G. Gatchell, Bargaining Committee Member

Lynn E. Armstrong, Bargaining Committee Member

FOR THE CITY OF FORT WAYNE:

Win C. Moses, Jr., Mayor

Nick Palermo, Chairman
Board of Safety

James M. Huntine, Sr., Director
Personnel/Labor Relations

Connie L. Reed, Associate
Director Personnel/Labor Relations

V. Dean Chandler, Payroll Super./
Personnel Consultant

AN EQUAL OPPORTUNITY EMPLOYER

The City of Fort Wayne

AGREEMENT

between

CITY OF FORT WAYNE, INDIANA

and

THE FRATERNAL ORDER OF POLICE
INDIANA WAYNE LODGE #14, INC.

The wages for the members of the Fraternal Order of Police, Indiana Wayne Lodge #14, Inc., shall reflect a 3% increase for the year 1983 across the board on current salaries, with the exception that the rank spread of 4.29% from First Sergeant to Lieutenant shall be changed to 5%, effective for the year 1983.

For the year 1984, a 5% increase across the board for each existing rank shall be in effect plus for the year 1984, an increase in clothing allowance of $175, making a total clothing allowance for the year 1984 of $675, subject to Council approval, as follows:

POSITION	1982	PROPOSED INCREASE	1983	PROPOSED INCREASE	1984
Sergeant	$19,533.80	$586.01	$20,119.81	$1,005.99	$21,125.80
First Sergeant	19,924.48	597.73	20,522.21	1,026.11	21,548.32
Lieutenant	20,779.24	769.08	21,548.32	1,077.42	22,625.74
Captain	21,818.19	807.55	22,625.74	1,131.29	23,757.03

All other economic factors currently in existence shall be maintained.

FOR THE FRATERNAL ORDER OF POLICE, INDIANA WAYNE LODGE #14, INC.:

Jeron Biddle, First Vice President

Donald D. Stedge
Bargaining Committee

Homer G. Gatchell
Bargaining Committee

Orville Roberts
Bargaining Committee

FOR THE CITY OF FORT WAYNE:

Win C. Moses, Jr., Mayor

James M. Huntine, Director
Personnel/Labor Relations

Matthew W. Collins, Personnel Officer, Labor Relations and Compensation

Nick Palermo, Chairman
Board of Safety

Dated: May 27, 1982

EXHIBIT D

AGREEMENT BETWEEN:

THE CITY OF FORT WAYNE, INDIANA

AND

THE FORT WAYNE PROFESSIONAL FIRE FIGHTERS UNION, LOCAL 124

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AGREEMENT
BETWEEN
CITY OF FORT WAYNE, INDIANA
and
THE FORT WAYNE PROFESSIONAL FIRE FIGHTERS UNION, LOCAL 124

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AGREEMENT

This Agreement is entered into between the City of Fort Wayne, Indiana (hereinafter referred to as the "CITY"), the Fort Wayne Fire Department (hereinafter referred to as the "DEPARTMENT"), and the Fort Wayne Professional Fire Fighters Union, Local 124, Professional Fire Fighters Union of Indiana, International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "UNION").

WITNESSETH

The members of the Fire Department of the City of Fort Wayne, Indiana, are engaged in providing an essential public service to the community which affects the health, safety, comfort and general well being of the citizens of said City; and the parties hereto expressly agree to be bound by the terms of this Agreement in consideration of the premises and mutual covenants herein set forth and in further consideration of the high and proper purposes, aims and intentions of the parties hereto; and in order to achieve such purposes, the parties agree as follows:

ARTICLE I

UNION AND CITY RELATIONSHIP

The Union and the City agree to cooperate fully for harmonious relations, good working conditions, fair, reasonable and impartial discipline.

ARTICLE II

UNION RECOGNITION

The City hereby recognizes that the Union represents a majority of the Fire Fighters of the City of Fort Wayne. The City, therefore, recognizes the Union as the sole and exlusive bargaining agent for members of the bargaining unit (as defined in Article III, herein) of the City of Fort Wayne in matters pertaining to rate of pay, wages, hours of employment of said employees, working conditions, and other conditions of employment of said employees, and further agrees to bargain with no other such agent for said employees.

ARTICLE III

JURISDICTION

The bargaining unit shall be as follows: All Fire Fighters covered by the Indiana Burns Statute Pension Acts of 1937 and 1977, who are permanent and paid employees of the City of Fort Wayne wherever assigned to duty, but the following shall not be covered by this Agreement:

(a) Chief

(b) Assistant Chief

(c) Deputy Chiefs

(d) Labor Relations Person

(e) P.I.O. Officer

ARTICLE IV

MANAGEMENT RIGHTS

The Union recognizes the authority of the City of Fort Wayne, Indiana to hire, discipline, transfer, promote, demote, suspend and discharge, assign work and the number of hours to be worked, including overtime work, to increase and decrease the work force, to establish standards and methods, transfer work or otherwise perform work in the Fire Department as required by the demands to maintain the efficiency of public operations as well as to direct the working force of the department.

The employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this agreement which limit and restrict these defined employer rights. Therefore, the Employer agrees that in exercising the rights herein, nothing shall be construed, or applied, in any manner which negates, modifies or supersedes the rights of employees, or the Union, where such rights are expressly set forth in this Agreement.

ARTICLE V

UNION MEMBERSHIP AND SECURITY

Section 1. All employees who are hired and who complete their required twelve (12) months probationary period subsequent to the effective date of this Agreement shall, as a condition of continued employment, either join the Union and pay the monthly union dues and initiation fees, when required, or pay an agency fee equal to the amount of monthly union dues.

Section 2. All employees who are hired subsequent to the effective date of this Agreement shall, as a condition of employment sign a statement of understanding and a release from liability against the City and the Union if said employee is discharged from employment under the Union Security Article. A sample of the Agreement for Payment of Union Dues for Representation Fees appears in Appendix A of this Agreement.

ARTICLE VI

DUES DEDUCTIONS

Section 1. The Employer will accept a signed dues deduction authorization, or agency fee deduction authorization by any member, active or retired, of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of the bargaining unit in the amount of monthly dues, or initiation fees or assessments, and insurance premiums as applicable, and service charges otherwise due to the Union.

Section 2. Deduction of union dues shall be made on the first payday of the month, following the month in which the authorization was received, and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the Treasurer of the Union no later than the twentieth (20th) day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction made.

ARTICLE VII

DISCRIMINATION

Section 1. The City will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of, the Union. The City will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another union.

Section 2. The City and the Union agree that it will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfers, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverages, job classification, classified advertising, recruitment, testing, or any other term, condition or privilege of employment, because of race, color, religion, sex, national origin, political affiliation or activities, or occupationally irrelevant physical handicap, or the exercising of any rights under the grievance procedure, and protection from reprisal for lawful disclosure of information.

Section 3. The City further agrees that any violation of Title VII of the 1964 Civil Rights Act, as amended in 1979 as well as the Equal Pay Act of 1963, Executive Order 11246 as amended by 11375, will be deemed a violation of this Agreement

and subject to the grievance and arbitration provisions embodied in this Agreement.

ARTICLE VIII

UNION LEAVE

Section 1. One officer of the union as designated in writing shall be granted sufficient time as needed to conduct legitimate local union business, provided prior written request is received from the union and has been approved by the Chief or his designee. In emergency circumstances, when prior written notice cannot be given, the Union will give prior oral notice followed by written notice as soon as possible. These matters shall include, but not be limited to, contract interpretation, grievance matters and to further harmonious relationships between management, of the City of Fort Wayne, and the union.

Section 2. No deduction in wages shall be made against Union representatives in connection with legitimate collective bargaining business or grievance handling, including impasse procedures or for investigating potential grievances or problems which could prevent disruptions of harmonious relationships desired by both Management and the Union. The Union is entitled to a negotiating team of not more than five (5) members. Every effort shall be made to mutually agree to schedule meetings when the smallest number of members of the negotiating team shall be needed off.

Section 3. The City will recognize shift grievance representatives or their alternate representative designated by the

Union to the City in writing. Accredited representatives of the Union shall be chosen by the Union from its members who are in the bargaining unit. Union representatives shall be afforded such reasonable time as needed to carry out their grievance responsibilities. Any shift grievance representative who finds it necessary to leave his work station to transact legitimate grievance business may do so after notifying his Supervisor who, will release him in a reasonable amount of time. The representative will notify the Supervisor of the legitimate grievance business. The Union agrees to make every effort in the conduct of grievance matters to minimize interference with production and the orderly operation of the City, and further agrees that alternates will process grievances only in the absence of the shift representative. No deduction in wages shall be made against Union representatives for time spent in meetings with management.

ARTICLE IX

GRIEVANCE AND ARBITRATION PROCEDURE

Grievance Defined: Should any dispute or difference arise between the employer or their representative and the Union as to the meaning and application of any provision of this Agreement, practices, rules or General Orders of the Department, such dispute or difference (hereinafter referred to as grievance) shall be settled in accordance with the Grievance Procedure. Suspensions, dismissals, and reductions in grade are not grievable or arbitrable. It is specifically understood that

any matters governed by statutory provisions shall not be considered grievances and subject to the grievance procedure herein.

Step 1. The complaint of the employee shall be presented to the Fire Department Labor Relations Officer in writing within ten (10) calendar days following knowledge of the grievance or action. The Labor Relations Officer shall thereupon arrange a meeting with the aggrieved employee and/or any Union representative to help present his case. Said meeting shall be held not later than ten (10) calendar days after the Labor Relations Officer has received the written grievance. The Labor Relations Officer shall give his written answer within ten (10) calendar days after this meeting. Every effort shall be made by management to conduct all grievance meetings on a scheduled workday of the grieved employee between the hours of 8:00 a.m. and 5:00 p.m.

Step 2. If no satisfactory settlement is reached in Step 1, the grievance shall be advanced to Step 2 within ten (10) days, by the Union Representative, who will discuss the grievance with the Fire Chief or his representative. Within ten (10) days, the Fire Chief, or his representative shall give his written answer to the Union.

Step 3. In the event the grievance is unresolved in Step 2, it shall be delivered by the Union within ten (10) days to the Director of Personnel/Labor Relations. A meeting between the Director of Personnel/Labor Relations and the Chief of the Fire Department, or their designated representatives and members of the Union Grievance Committee shall be held with

twelve (12) calendar days after delivery of the grievance. If not satisfactorily adjusted at this meeting, the Director of Labor Relations shall give his written answer within ten (10) calendar days of the meeting. Nothing in Step 3 shall prohibit the Fire Chief, or his designated representative from meeting with the Union representative and settling the grievance during this twelve day calendar period.

Step 4. Arbitration. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within twenty-five (25) days following receipt of the City's third step answer, notify the City of the Union's intent to arbitrate the dispute. Upon receipt of such notification, the City and the Union shall submit a request for a list of arbitrators from the Federal Mediation and Conciliation Service. After receipt of the panel of arbitrators, the parties shall draw lots to determine who shall strike the first name from the list of seven arbitrators, then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement. The answer of the arbitrator shall be in writing unless otherwise agreed on by both parties. The arbitrators decision shall be final and binding on the parties, and in the event either party shall fail or refuse to abide by the decision of the arbitrator, the offended party can bring an action in the appropriate court. The court in its discretion, will award the prevailing party reasonable attorney fees in addition to any other relief adjudged.

The Union and the City shall equally share the fees of the arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Time Limitations. All time limits prescribed in Article IX may be extended by mutual agreement of the parties. Failure of the party charged to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the aggrieved party to process the grievance to the next step within the time limits shall constitute a basis for the party charged to deny the grievance.

ARTICLE X

HOURS OF WORK

Section 1. Basic Work Week

(a) The basic work week shall be 56.15 hours for all combat Fire Fighters.

(b) The basic schedule for combat personnel shall be a 24/48 hour schedule, unless economic conditions dictate a change, at which time management and the union will negotiate the changes.

(c) The basic work week shall be forty (40) hours per week for all members assigned to non-combat duties; exception shall be personnel in Fire Garage and Arson Division. These two divisions require on-call responsibilities without consideration for overtime pay or compensation. See job description for job responsibilities.

Section 2. Overtime:

(a) At any time it becomes necessary to hold over or call in an employee, said employee shall be paid back at the rate of one and one half (1½) times the hourly rate for each one-tenth hour or partial one tenth hour worked. Overtime earned shall be paid on the next regular pay check covering that pay period, listed in the overtime space on the paycheck stub.

(b) An employee who is called back to work after he has been released from his regular days work shall be paid either for the actual time worked at the applicable overtime rate or three hours at straight time, whichever is greater. Time shall start when employee reports for duty.

(c) Regular Officers Meetings, whether called by the Fire Chief, his designee, or the Senior Captains shall not be subject to overtime.

(d) The employer agrees to maintain records of all overtime work by shift and classification, and to the maximum extent possible distribute overtime equally among employees within a classification.

ARTICLE XI

EXCHANGE OF WORKTIME

Section 1. All Fire Fighters shall be allowed to exchange working time subject to present practices. Once the Fire

Fighter contracted to work reports for duty, his contract obligations are fulfilled.

Section 2. All Fire Fighters in the Combat Division shall be allowed time necessary for travel from one station to another, after being properly relieved (up to one half (½) hour when changing shifts. Any Fire Fighter being held over because of the above shall not be compensated the first half hour of the shift.

ARTICLE XII

CLOTHING ALLOWANCE

Clothing allowance in the amount of five hundred ($500) dollars per year shall be paid each member of the bargaining unit. Payment shall be on or before the following times and in the following amounts:

31st day of May	$250.00
30th day of November	$250.00

ARTICLE XIII

VACATIONS

Section 1. Vacations shall be on-duty days chosen by seniority draw under the present policy, commencing at the end of the probationary year. Probationary Fire Fighters shall not be eligible to draw for calendar year vacations until the first draw after their probationary period.

Section 2. Vacation Schedules:

Present procedure, 40 hour personnel:

(a) Less than 5 years ----------4 weeks (22 days)

(b) 5 years to 19 years ----------5 weeks (25 days)

(c) 20 years to 24 years ---------6 weeks (6 additional, or 31 days)

(d) 25 years & up ----------7 weeks (6 more days, or 37 days)

Present procedure, Combat personnel:

(a) Less than four years ---------10 working days

(b) 5 to 19 years ----------11 working days

(c) 20 to 24 years ----------13 working days

(d) 25 years & up ----------16 working days

Section 3. Fire Fighters hired after January 1, 1982, will have the following vacation schedule:

Combat Personnel:

(a) 1 to 3 years ----------3 working days

(b) 4 to 5 years ----------5 working days

(c) 6 to 10 years ----------7 working days

(d) 10 years or more ----------Combat (b), (c), and (d) above, Section 2.

40 Hour Personnel:

(a) 1 to 3 years ----------5 working days

(b) 4 to 5 years ----------10 working days

(c) 6 to 10 years ----------15 working days

(d) 10 years or more ----------40 Hour Personnel (b), (c) and (d) above. Section 2.

ARTICLE XIV

SICK LEAVE

Any member of the bargaining unit who may be hurt, injured or sick shall have relief supplied by the City for a period of not more than one year. The following regulations are agreed to by the City and Union:

(a) Each member will be responsible for reporting their inability to report for duty, prior to their normal starting time, to their supervisor.

(b) At the time of said reporting, each member will give a brief description of why they are unable to report as scheduled, the name of the attending physician, and the estimated date of return to work.

(c) Anytime a member is able to return at their normal duty hour, they shall provide a medical return to work form provided by their physician.

(d) The Department may send a member to the City physician at any time at the Department's expense.

(e) The Department may require the member's attending physician to certify ability to perform in the member's job classification.

(f) Light duty assignments shall be made only after receiving certification as to the member's ability to perform said duty, from their attending and/or City physician. Said light duty shall consist only of functions presently performed by fully paid members of the Fort Wayne Fire Department. Nothing in Section F shall restrict the member from any activity on their off-duty time, including, but not limited to,

work for any other employer, if the employee is functioning on light duty with the Department. If light duty functions are not available, said employee shall not be restricted in off-duty employment.

ARTICLE XV

WAGE AND MONETARY FRINGE NEGOTIATIONS

The City and Union agree to commence negotiations for wages and monetary fringe benefits within the first week of April each year.

ARTICLE XVI

NEGOTIATIONS

After an agreement has been reached between the Union and the City's negotiating committees pertaining to wages, working conditions, and fringe benefits, the City shall not thereafter alter or change such agreement in presenting the City's budget to City Council.

ARTICLE XVII

EDUCATIONAL ALLOWANCE

Monies gained for educational allowances in the form of tuition reimbursement, as a result of the collective bargaining process, shall be granted members of the bargaining unit after proper application over those persons specifically exempt in Article III.

ARTICLE XVIII

ASSUMING DUTIES OF A HIGHER RANK

Any time a member of the bargaining unit who is not an officer is required to assume duties outside his regular assigned duties, of a higher rank, he shall be compensated at the normal hourly rate of a Lieutenant. Payment shall begin with the first day or partial day worked and continue through the last day or partial day worked. There shall be one hour minimums in even hour increments.

ARTICLE XIX

INSURANCE

Section 1. Life insurance for members of the bargaining unit shall be provided in the amount of $15,000 double indemnity for the cost of $1.20 per employee per year.

Section 2. Hospitalization insurance presently in effect shall remain for the life of the contract, until the City upgrades the present insurance coverage.

ARTICLE XX

BILL OF RIGHTS

This Article is known and may be cited as the Fire Fighters Procedural Bill of Rights. These rules shall be for the government of the Fort Wayne Fire Department and shall be the internal personnel policies. For purposes of this Article, the term Fire Fighter includes all member of the bargaining unit, on full time active duty, as defined in Article III, herein. Here below are listed and defined their Rights, to Wit:

1. All Officers shall promptly prepare and file all official reports required by the Fort Wayne Fire Department Rules and Regulations and/or General Orders, and nothing herein shall exempt any Officer from the duty to make such reports.

2. Unit members shall have the right to Union representation during interview or questioning for any matter concerning his activities.

3. Unit members shall have the right to Union representation selected by the Union, during any interview or hearing on complaints that are heard by civilian or Board of Safety review board.

4. Unit members shall receive public assistance in regard to any job related civil or liability suits at law in accordance with General Ordinance No. G-30-75, 29 December 1975.

5. Unit members shall be given 72 hours written notice before any disciplinary action or hearing that might lead to disciplinary action.

6. Unit members shall not receive any discipline for exercising their rights as a citizen guaranteed by the Constitution of the United States and the State of Indiana.

7. Unit members shall not be required to undergo polygraph or voice inflection testing at any time.

8. Unit members shall not be demoted, except for just cause and after appropriate hearing and determination by the Board of Safety; provided, however, that demotions caused by implementation of a bona fide merit system shall be deemed to be for just cause.

9. When, for any reason, any Fire Fighter is under investigation by his Superior Officer, or any other duly assigned member of a Fire Command, which could lead to disciplinary action, demotion, dismissal, transfer of administrative charges, and to insure that such investigations are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each Fire Fighter, the following rules of procedure are hereby established:

(a) The interview or questioning shall be conducted at a reasonable time when the unit member is on duty and during normal waking hours for the unit member, unless the Fire Chief determines that the seriousness of the investigation requires otherwise. The interview or questioning shall be completed as soon as possible. Time shall be provided for personal necessities, meals, telephone calls not related to the investigation, and rest periods.

(b) The unit member being interviewed or questioned shall be informed at least 72 hours prior to such interview or questioning of the rank, name and command of the officer in charge of the questioning.

(c) The unit member shall be informed of the nature of the investigation, of whether he is a witness or the object of the investigation, and of any charges against him at least 72 hours prior to any questioning.

(d) The interview or questioning session shall be for a reasonable period of time, not to exceed four (4) hours.

(e) The unit member under investigation shall not be subjected to offensive language or threatened in any manner whatsoever.

(f) The unit member shall not be subjected to visits by the press or news media without his express consent, nor shall his home address or photograph be given to anyone without his express consent.

(g) The complete interview of a unit member may be recorded. If a tape recording is made of the interview, the unit member shall be given a copy of that tape or a copy of the transcript as soon as possible. The unit member shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. This does not preclude the unit member from recording the interview on his own tape recorder.

(h) If the unit member is likely to be placed under arrest as a result of the investigation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

10. No unit members shall have any comment adverse to his interests entered in his personnel file, without his having first read the instrument containing the adverse comment indicating he is aware that such comment is being placed in his file or other place of recordation of such comments, except that such entry may be made if, after reading such instrument containing any adverse comment the unit member refused to sign it. A witness shall thereafter note that such unit member was presented with the opportunity to read and sign such instrument and refused to do so.

11. A unit member shall have ten (10) days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany the adverse comment. Any dispute over the validity of any comment placed in the personnel file shall be subject to the grievance procedure embodied herein.

12. Before the interview of any unit member as a result of a complaint by a citizen, that citizen shall be required to sign a statement clearly stating the allegation, a copy of which shall be provided seventy-two (72) hours prior to the time said unit member is directed to report for interviewing or questioning.

13. No unit member shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless, such information is obtained under proper legal procedures.

14. No unit member shall be given an unnatural, artificial or make work assignment for the purpose of discipline or punishment.

15. Except as otherwise provided by law, no unit member shall be prohibited from engaging or be coerced or required to engage in political activity.

16. No unit member shall have his locker, desk, or other space for storage that may be assigned him, searched unless a valid search warrant has been obtained.

ARTICLE XXI

DEPARTMENT SENIORITY

Section 1. Definition: Seniority, as defined in this Article means the total length of continuous employment within the Fire Department. For purpose of lay-off, the person with the least seniority shall be the first person laid off. If more than one person was hired on the same date, seniority shall be determined by chance draw of the cards, with Social Security numbers used to rank those members for the draw of cards. The total social security number is used with the lowest number considered first. Once a position has been established, that position shall be held thereafter. Recall after lay-off shall be by seniority. Date of hire shall determine seniority for those members previously assigned to Communications Department and/or Traffic Engineering/Signal Department. The Union agrees Management reserves the right to transfer Fire Pension Personnel from the Communications and Traffic Engineering Departments to the Fire Department to whatever positions as deemed appropriate by the Fire Chief. Each person shall draw his own card for seniority. In the event the person cannot be there, an alternate shall be appointed to draw for him by the officer conducting the draw. Seniority draw shall be conducted on or before graduation from the Fire Academy.

Section 2. Seniority List: The City will furnish an updated department-wide seniority list by rank showing the name, date of employment and length of service, to be posted on a bulletin board in the Fire Department, and to be given to the union annually each November.

Section 3. Probationary Employee Defined: All new employees shall be considered probationary employees for twelve (12) months from their last date of hire. Probationary employees shall be excluded from all terms and conditions of this Agreement unless otherwise provided by State Law.

Section 4. Termination of Seniority: An employee shall be considered terminated and his seniority broken when he: (a) quits, or (b) is discharged for just cause.

ARTICLE XXII

OUT OF DEPARTMENT TRANSFERS

(a) No individual or group of individuals shall be transferred out of the Fire Department, unless mutually agreed upon, by the City and the Union, to any department not directly related to Fire Fighting, Fire Apparatus Repair, Fire Communication, Fire Alarm System Repair, Fire Training, and Fire Prevention.

(b) Disqualifications: Any unit member who is transferred within the guide lines established and answering all requirements for the job transferred to, and who within six (6) months, is determined not to have the ability to perform such job shall be advised of the specific reasons resulting in the disqualifications. The disqualified member shall have the right to return to his previous job and pay without prejudice.

ARTICLE XXIII

HOLIDAYS AND PERSONAL DAYS

Section 1. Schedule: The following fourteen (14) holidays shall be holidays for members of the bargaining unit: New Year's Day, Presidents' Day, Good Friday, Primary Election Day, Memorial Day, Independence Day, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, and the Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day. The holiday schedule shall be in effect January 1, 1982.

Section 2. Holiday pay shall be paid to all members of the Combat Division at the rate of 1/3 of a first class Fire Fighter day's pay whether on duty or not.

Section 3. One personal day shall be granted to members of the bargaining unit for urgent or unforseen matters. The member shall advise his supervising officer in advance of such absence and the day shall be granted providing the minimum number of personnel needed for the operation of the department is maintained.

ARTICLE XXIV

STATION BID

Section 1. Definition: Station bid as defined in this Article shall mean that non-ranking combat Fire Fighters shall have the right to bid for the station that they would most like to serve. Department seniority shall prevail in bidding for job openings within the Department.

Section 2. Procedures: The Fire Chief or his designated representative shall record all bids and observe the engine

houses as they fill to ensure shift equality. Once the bids have been completed, those jobs shall be held until a job opening occurs. To allow the Fire Chief flexibility for the placement of probationary Fire Fighters, for training, the following availability of bids per engine house, per shift are listed:

Engine house #1	3 Open
Engine house #2	1 Open
Engine house #9	1 Open
Engine house #11	1 Open
Engine house #13	1 Open

Hereafter are listed the rules governing Station Bids:

1. Station jobs up for bid shall be filled by the applicant with the highest seniority.

2. The posting will name the assignment and the date of the bid posting and closing. Bids will remain open eighteen (18) calendar days.

3. Each Fire Fighter may successfully bid on one (1) job per year, but after having successfully bid, shall remain for one (1) year in that job.

4. Unsuccessful bids or assignments will not be counted against the member's number of bids per calendar year.

5. A Fire Fighter may bid on more than one job, but not more than two (2) jobs simultaneously.

6. Upon an opening after two (2) unsuccessful division wide bids, the more junior Fire Fighter shall be required to fill the opening.

7. Bids must be posted on all Fire Department bulletin boards for eighteen (18) calendar days. Persons to accept bids will be the Fire Chief or his designee in the Fire Department office. Fire Fighters must bid for jobs on forms from the District Chief in person, by signature, and will receive a receipt to show that he has placed a bid. The Fire Fighter will retain the original and the person issuing the receipt will forward the copy along with the bid, at the time the bids close, to the Fire Chief or his designee. A Fire Fighter may remove his name from the bid by appearing in person to the District Chief during working hours, with his receipt, during the eighteen (18) calendar days while the bid is still open.

8. The Fire Chief or his designee shall have the authority to fill existing vacancies within a division until the bid process has been completed.

9. Temporary job openings are defined as those resulting from an on-duty sickness or injury that will have a duration of thirty (30) days, but not more than one (1) year. These temporary job openings may be filled at the Fire Chief's discretion, from the engine house of his choice, by seniority. The more senior member of that house shall have the right to refuse temporary openings, thus causing the qualified junior Fire Fighter to be the assignee.

10. If the temporary job opening becomes terminated because of death, retirement, voluntary quit or end of time limit, that job shall be posted for bid in the manner described above.

11. Jobs successfully bid will be filled within twenty (20) days.

12. A Fire Fighter shall not be eligible to exercise seniority for preferred job openings, in the Combat Division, until he has worked in said division for a period of twelve (12) months minimum.

13. Job openings shall be either posted for bid or removed from contention within fourteen (14) days from vacancies.

14. Temporary assignments shall not be used to avoid the bid system.

15. Nothing in this Agreement shall prevent management from creating new job classifications or extending or decreasing existing job classifications provided each new job classification is posted for bid in accordance with the bidding procedures described herein.

ARTICLE XXV

BUMP SYSTEM

In the event it becomes necessary to close an engine house, put a manned piece of apparatus out of service, or removal from rank, those unit members affected shall be afforded the right to exercise their seniority and bump into existing jobs. Those persons displaced by being bumped shall then exercise their seniority rights for jobs. No assignment held by union officials shall be subject to the bump system.

ARTICLE XXVI

RULES AND REGULATIONS

The Union agrees that all of its members will comply with all Department rules and regulations, including those relating to conduct and work performances as long as those rules and regulations do not conflict with the provisions of this Agreement. The City agrees that Departmental rules and regulations which affect the working conditions and performance shall be subject to the grievance procedure.

ARTICLE XXVII

GENERAL PROVISIONS

1. Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

2. Employees shall be assigned to work at one specific location. Subsequent to reporting, the Department will be responsible for providing transportation from the reporting site to the scene of an emergency. If an individual is transferred after reporting to his initial job site and does not have transportation, the department shall provide such.

3. This Agreement shall be printed in booklet form at the expense equally of the Union and the City and distributed to each member of the bargaining unit.

4. No combat member shall be required to perform any outside duties not dispatched as emergency through the normal run procedures established by the Department when the outside temperature is 10 degrees Fahrenheit or less, or 91 degrees Fahrenheit or greater. The National Weather Bureau at Baer Field shall be used to establish temperatures.

5. No unit member shall be required to perform construction maintenance to any City owned or operated property or grounds. In the event any person or persons volunteer to perform the above mentioned work they shall be allowed to do so.

6. No Class A pump, or engine, shall be required to respond with fewer than three combat Fire Fighters including an officer on board.

ARTICLE XXVIII

BULLETIN BOARDS

The City shall provide space for sealed bulletin boards for use by the Union, which are to be located in areas where unit members normally work.

ARTICLE XXIX

SAFETY

The City and the Union agree to establish a committee of equal members for the purpose of investigation, study and recommendation on all matters pertaining to safety within the work environment (i.e. protective turn-out gear, clothing, departmental structures and equipment). All findings and recommendations of this committee shall be forwarded in writing to the Fire Chief with a copy to the Board of Safety and the Union. Recommendations shall first be presented to the unit members at an appropriate meeting.

ARTICLE XXX

PREVAILING RIGHTS

All rights, privileges and working conditions enjoyed by the unit members at the present time, which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by direct order of the Fire Chief. However, prior to such changes being made, the Fire Chief shall give fourteen (14) calendar days written notice of such change to the Union, setting forth the circumstances which necessitate the change. Upon receipt of such notice, the Union shall have the right to meet with the Fire Chief to discuss any objection to the change. Where responsible objections are made by the Union, the Fire Chief shall make every effort to satisfy such objections.

ARTICLE XXXI

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XXXII

BINDING AGREEMENT

This Agreement shall be binding upon the successors and assigns of all of the parties hereto.

ARTICLE XXXIII

FIRE FIGHTERS HIRED AFTER JANUARY 1, 1982

All new Fire Fighters hired after January 1, 1982 shall be paid twenty percent (20%) less than the basic first class Fire Fighter for the first year, ten percent (10%) less the second year and five percent (5%) less for the third year. This shall be in effect for the life of the contract.

ARTICLE XXXIV

DURATION AND CHANGE

This Agreement shall become effective at 12:00 midnight November 16, 1981 and shall remain in full force and effect until 12:00 midnight November 16, 1984 and from year to year thereafter unless either party in the year 1984 shall, no more than ninety (90) and at least sixty (60) days prior to the anniversary date hereof, notify the other party of a desire to amend or terminate this agreement. In the event any notice is given under the provisions of the above, the parties shall meet no later than fifteen (15) days after receipt of notice.

No agreement, waiver, alteration, understanding, variation, or modification of any terms or conditions contained herein shall be made by an employee or group of employees, with the Employer, and in no case shall it be binding upon the parties hereto, unless such Agreement is made and executed in writing between the parties.

RESPECTFULLY SUBMITTED,
FOR THE FORT WAYNE PROFESSIONAL
FIRE FIGHTERS UNION, LOCAL 124:

Gordon Anthony, President

Robert Barnes, Vice President

Gary Wymer, Secretary

David Fyock, Treasurer

Henry Victor Rigsby, Jr.
Bargaining Committee Member

Dated: Nov. 16, 1981

FOR THE CITY OF FORT WAYNE:

Mayor Win C. Moses, Jr.

Nick Palermo, Chairman
Board of Safety

Anthony J. Myers, Fire Chief

James M. Huntine, Director
Personnel/Labor Relations

Connie L. Reed, Associate
Director Personnel/Labor
Relations

V. Dean Chandler, Payroll
Supervisor/Personnel Consultant

APPENDIX A

AGREEMENT FOR PAYMENT OF UNION DUES FOR REPRESENTATION FEES

This Agreement is made on _____, 19____, by and between the City of Fort Wayne, Indiana and the Board of Public Safety Commissioners of said City, hereinafter referred to as the "Employer," and _____, hereinafter referred to as the "Employee." This Agreement between the Employer and Employee is made in compliance with the terms of the Agreement between the City of Fort Wayne and the Fort Wayne Professional Fire Fighters Union, Local #124, hereinafter referred to as "Union," dated _____.

The Employee has made an application to the Employer to become a member of the Fort Wayne, Indiana Fire Department, and the Employer hereby accepts the application and agrees to employ the Employee as a Fire Fighter.

The Employee acknowledges that employment in the Fort Wayne, Indiana Fire Department is subject to the terms of the labor agreement between the Employer and the Union and that the Employer is required by Fort Wayne, Indiana Special Ordinance No. S-156-78 to recognize exclusive representatives of Fire Fighters in bargaining units defined in said Ordinance. The Employee acknowledges that, pursuant to said Ordinance, the Employer has recognized the Union as the sole and exclusive representative for certain employees in the Fire Department and the Employer has entered into a labor agreement with the Union containing a union security provision which requires that employees hired after the effective date of the aforementioned

labor agreement shall, as a condition of continued employment, either join the union and pay monthly union dues and initiation fees or pay an agency fee equal to the amount of the monthly union dues. The Employee acknowledges, pursuant to said labor agreement, the Employee has read and understands Article V.

The Employee agrees, in consideration of the acceptance and continued employment by the Employer of the Employee as a fire fighter, to abide by the Union Security Provision of the agreement between the Employer and the Union, and pay all union dues, initiation fees or agency fees equal to the union dues.

The Employee agrees that the payment of said dues or fees shall be a condition of employment and continued employment, and upon the Employee's failure to abide by the aforementioned agreement, if such failure remains uncorrected for a period of thirty (30) days after written notice from the Employer or from the Union to the Employee, the Employee shall be discharged from employment and the employment terminated.

The Employee hereby releases the City and the Union from all claims, damages and liability that may result from a termination for non-payment of union dues, initiation fees and agency fees.

CITY OF FORT WAYNE, INDIANA: EMPLOYEE:

BY:_____ _____

THE BOARD OF COMMISSIONERS
OF PUBLIC SAFETY:

BY:_____

The City of Fort Wayne

AGREEMENT

Those members of the Traffic Engineering Department and Communications Department, who are covered under the Firefighters Contract, shall be paid the shift bonus of $.35 an hour. In addition, technicians pay shall be paid to the three individuals functioning in the capacity of Signal Electrician, who hold a Journeymen Electricians License. Also, members located in the Traffic Engineering and Communications Departments covered under the Firefighters Contract shall be entitled to one (1) personal day per year, and across the board increases as negotiated by the Firefighters Union.

FOR THE FORT WAYNE FIREFIGHTERS UNION:

Gordon W. Anthony

Gordon Anthony, President

FOR THE CITY OF FORT WAYNE:

James M. Huntine

James M. Huntine, Director
Personnel/Labor Relations

Dated: October 28, 1981

The City of Fort Wayne

ECONOMIC PROPOSAL SUBMITTED TO
THE FORT WAYNE PROFESSIONAL FIREFIGHTERS UNION
LOCAL 124 I. A. F. F. TO COVER THE CALENDAR YEAR 1982

ITEMS WITH NO CHANGE FROM PREVIOUS YEAR:

1. $1,000 Bonus to be given to each employee who has twenty-five (25) years of service or more provided no legal ramifications develop which would make it mandatory to be considered part of the base rate and thus used in Pension computations or Pension assessments or payments.

2. Clothing Allowance in the amount of five hundred dollars ($500) per year per each employee.

3. Five Hundred Dollars ($500) Technical Pay for the following classifications and numbers:

   a. No More Than Twenty-two (22) Positions in the Fire Department.
   b. Classifications - Scuba Divers - Certified E.M.T. Instructors.

   Qualifications for Technical Pay shall be arrived at and said pay shall be granted at the discretion of the Fire Chief.

NEW ITEMS:

1. Overtime shall be paid instead of Compensation Time being granted.

2. Any Firefighter who is not an officer who is required to assume duties of a higher rank shall be compensated at the normal hourly rate of a Lieutenant.

3. All new Firefighters hired after January 1, 1982, shall be paid twenty percent (20%) less than the basic First Class Firefighter for the first year, ten percent (10%) less the second year, and five percent (5%) less for the third year.

4. The annual salary of these ranks covered by the Union shall be as follows:

			% increase from 1981
a.	First Class Firefighter	- $17,764	5%
b.	Lieutenant	- 18,881	7.5%
c.	Captain	- 19,611	7.5%
d.	Platoon Captain	- 20,374	7.5%
e.	District Chief	- 21,182	7.5%

Respectfully submitted,

FOR THE FORT WAYNE PROFESSIONAL FIREFIGHTERS UNION, LOCAL 124:

Gordon Anthony, President

Robert Barnes, Vice President

Gary Wymer, Secretary

David Fyock, Treasurer

Henry Victor Rigsby, Jr.
Bargaining Committee Member

Dated: 16 November 1981

FOR THE CITY OF FORT WAYNE:

Mayor Win C. Moses, Jr.

Nick Palermo, Chairman
Board of Safety

Anthony Myers, Fire Chief

James M. Huntine, Director
Personnel/Labor Relations

Connie L. Reed, Associate
Director Personnel/Labor Relations

V. Dean Chandler, Payroll Supervisor/
Consultant

THE CITY OF FORT WAYNE

personnel

AGREEMENT

Between

CITY OF FORT WAYNE, INDIANA

And

THE FORT WAYNE PROFESSIONAL
FIRE FIGHTERS UNION, LOCAL 124

1. The Union agrees to maintain a manpower level of sixty (60) firefighters per shift in the Combat Division (A,B,C), at a projected level of two hundred twenty-five (225) in the Combat Division. The Union will not provide this voluntary coverage for Combat personnel on light duty or off on compensatory time.

2. This guarantee will be in effect for two (2) years or such shorter period, if manning requirements are either reduced or increased in the Combat Division.

3. The Union agrees to maintain this manpower level on a voluntary basis, in a manner determined by the Union at no cost to the City. The Chief or his designee will make the request to the Union when additional personnel are needed. Failure to provide the necessary manning levels will be considered a violation of this Agreement and will be dealt with in the same fashion as failure to report for a regularly assigned shift.

In consideration of the above conditions agreed to by the Union, which allows the City to provide the same basic protection with no significant increase in manpower for the life of this Agreement, the City offers the following:

1. A three percent (3%) across the board increase on current salaries for the year of 1983.

2. For the year of 1984, a five percent (5%) across the board increase, plus an increase in clothing allowance of $175, making a total clothing allowance for the year 1984 of $675.

3. All other economic factors currently in existence shall remain the same.

All of the above is subject to Council approval.

FOR THE FORT WAYNE PROFESSIONAL
FIRE FIGHTERS UNION, LOCAL 124:

Gordon W. Anthony

Gordon Anthony, President

FOR THE CITY OF FORT WAYNE, INDIANA:

Win C. Moses, Jr., Mayor

Robert Barnes, Vice President

George Walda, Committee Member

Vickie Gray, Committee Member

Nick Palermo, Chairman Board of Public Safety

Anthony J. Myers, Fire Chief

James M. Huntine, Director Personnel/Labor Relations

Matthew W. Collins, Personnel Officer

Dated: August 24, 1982

EXHIBIT E

AGREEMENT BETWEEN

THE

CITY OF FORT WAYNE

AND THE

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS

#2569

AGREEMENT BETWEEN
THE CITY OF FORT WAYNE
AND
THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
#2569

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AGREEMENT BETWEEN
THE CITY OF FORT WAYNE
AND
THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
#2569

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ADDENDUM TO CITY OF FORT WAYNE/
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS FOR
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INTERNATIONAL ASSOCIATION OF MACHINISTS
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PREAMBLE

This Agreement is made and entered into on this 28th day of December, 1981, by and between the City of Fort Wayne, Indiana, hereafter referred to as the "Employer," and Local Lodge 2569, International Association of Machinists and Aerospace Workers, hereinafter referred to as the "Union."

WITNESSETH

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to rates of pay, hours of work, and other conditions of employment for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the terms of this Agreement on any bargainable issues of subjects except as may be herein specifically provided, and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement.

ARTICLE I

PURPOSE

Section 1. Purpose: The purpose of this Agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning wages, hours and working conditions and to establish a

basis for the cooperative solution of industrial relations problems by responsible parties to the end, that a spirit of peace and cooperation be maintained.

ARTICLE II

RECOGNITION

Section 1. Recognition of Union: The employer hereby recognizes the Union as the exclusive representative of all employees as defined below notwithstanding all exclusions as listed for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment.

Section 2. Unit Designation: The following represents the bargaining unit: Including all service and maintenance, professional, technical, office and clerical employees of the Civil City, City Utilities and C.E.T.A. Administrative Staff; all service, maintenance, professional and Civilian employees of the Police and Fire Departments; all Park Security and clerical employees of the Park Department; and all employees who are enrollees under the Comprehensive Employment and Training Act, referred to throughout this Agreement as C.E.T.A. who qualify by virtue of their work in any of the above named areas.

Excluding those employees specifically covered by memorandums of oral understandings or Labor Agreements with the International Union of Operating Engineers, International Brotherhood of Teamsters Chauffers Helpers and Warehouseman, International Brotherhood of Fireman and Oilers, Office and

Professional Employees International Union, International Association of Fire Fighters, Patrolmen's Benevolant Association, Fraternal Order of Police, International Brotherhood of Electrical Workers, and those employees working in the Mayor's Office, Public Information/Affairs, Personnel and Payroll Division, Airport Authority, Professional Engineers (holding their P.E. License), and Supervisory employees who have the power to hire, fire, discipline or reward employees, or to effectively recommend such action when the exercise of such authority requires the use of independent judgment, and confidential employees to be listed in appendix.

ARTICLE III

COVERAGE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana, and its successors, assigns, and/or future assignees; and shall be unaffected by any reorganization, reclassification, merger, or other change in the legal status of the City of Fort Wayne, Indiana, or in any Governmental Unit presently a Unit of the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by any sale, transfer or assignment of property owned, leased, managed or controlled by the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by legislation subsequent to the effective date of this Agreement respecting the capacity to contract of the City of Fort Wayne, Indiana, and/or any executive department thereof.

Section 2. The provisions of this Agreement shall be applicable to all programs, projects, services, and/or activities undertaken by any Executive Department of the City of Fort Wayne, Indiana, subsequent to the execution of this Agreement; the provisions of this Agreement shall also be applicable to any program, project, service, or activity presently being performed by any executive department of the City of Fort Wayne, Indiana, which subsequent to the execution of this Agreement, is delegated to a private party and/or any Governmental Unit by ordinance or by contract between the City of Fort Wayne, Indiana, and a private party, and/or governmental unit.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. Recognition of Management: The Union hereby recognizes the Employer as having the sole right to direction of the working forces, included but not limited to the right to determine the work to be performed by employees: to employ, promote, demote, transfer, lay off, discipline, suspend or discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the working force, to establish standards and methods, to subcontract work, transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this agreement which limit and restrict

these defined employer rights. Therefore, the employer agrees that in exercising the rights herein, nothing shall be construed, or applied, in any manner which negates, modifies, or supersedes the rights of employees, or the union, where such rights are expressly set forth in this Agreement.

Section 2. Rules and Regulations: The Union recognizes that the Employer reserves the right to establish rules, and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising therefrom shall be subject to the grievance procedure. The Union will be furnished a copy of any new or revised rules affecting bargaining unit employees at least ten (10) working days in advance of the effective date.

ARTICLE V

UNION SECURITY AND MEMBERSHIP

Section 1. Union Membership: Consistent with the applicable provisions of this Agreement, the EMPLOYER shall have the right to employ whomsoever it determines is qualified for job vacancies which become open during the life of this Agreement.

As a condition of continued employment, all employees whose job classification is included within the recognized unit description outlined in Article II of this Agreement, shall either become a member of this Union and pay dues thereto, or in lieu thereof shall pay an amount equal to the union's initiation fee and shall thereafter pay to the union each month, either directly or through the Payroll Deduction, an amount equal to the regular monthly dues and fees in effect for

other employees in the bargaining unit who are members of the Union. Employees entering the bargaining unit shall begin such on the first (1st) day of the month following completion of their probationary period.

Each member of the bargaining unit covered by this Agreement who has not become a member of the union, or in lieu thereof has not tendered the equivalent of union dues as provided above, within seven (7) days following the first day of the month following the effective date of this Agreement, or the first day of the month following the completion of their respective probationary period, shall be notified by the union by certified mail, with a copy to the Director Personnel/Labor Relations that failure to pay either dues or Agency Shop fees within ten (10) days following receipt of such notice shall result in termination of employment.

If certified mail has been sent to last known address furnished to union and has been returned because of failure of person to accept by signing for or whatever reason, this shall still constitute proper notification and City will proceed with its obligations under the contract.

The Employer shall, within three (3) working days after receipt of notice by certified mail from the Secretary-Treasurer of the Union, discharge any Member of the recognized bargaining unit who fails to maintain good standing as required by the preceding paragraph.

No member of the bargaining unit covered by this Agreement whose employment is terminated because of any provision of this article, or the union, shall have any claim for loss of time,

wages, or any other damages against the employer because of agreeing to this article of this Agreement.

The employer will accept a signed Dues Deduction Authorization, or Agency Fee Deduction Authorization, by any member of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of the bargaining unit in the amount of monthly dues, or fees, to the union (certified by the Secretary-Treasurer of the Local Lodge as the proper amount) and such authorization shall remain in effect for the duration of this Agreement. However, any such Authorization may be revoked by an employee on a sixty (60) day written notice by certified mail to the employer with a copy being sent to the Union. The parties recognize that the employees represented by the Union have accepted the sixty (60) day period referred to herein by execution of dues deduction authorization cards.

Deduction of union dues shall be made on the first payday of the month following the month in which the authorization was received and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the Secretary-Treasurer of the Union no later than the twentieth (20th) day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction made. The Employer shall also inform the Secretary-Treasurer why a deduction was not made for any employee whom the Union had been receiving deductions from.

ARTICLE VI

UNION REPRESENTATION

Section 1. Upon prior notice to the Director of Personnel/Labor Relations or his designated representative, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. It is expressly agreed that the Employer is hereby released from any and all liability for an injury to such agent, occurring while he is on the premises of the Employer.

Section 2. The employer will recognize five (5) committee members, one (1) of whom shall be designated as chairman of the committee. No deduction in wages shall be made against a member of the union committee, steward, nor any employee for necessary time consumed in conferences with representatives of the Employer in connection with legitimate collective bargaining business, or grievance handling, or for reasonable approved time spent investigating potential grievances or problems which could prevent disruptions of harmonious relationships desired by both Management and the Union between employees and Union officials. Conferences for the handling of such business shall be held during normal day shift business hours of the employer. The employer will accommodate the union in respect to reasonable shift changes which will permit employees to process grievances during duty time, but will not assume any overtime liability for grievance handling.

Section 3. Accredited representatives of the Union shall be chosen from its members who are employed by the Employer. For the purpose of this paragraph "Employee" is defined as a person who is in the bargaining unit.

The Employer will recognize stewards in each department on each shift as designated by the Union upon notification to the Employer in writing. The Union agrees that when possible, a Steward will represent more than one department. Union representatives shall be afforded such reasonable time as necessary to carry out their responsibilities as defined by this Article. Any steward or Union official who finds it necessary to leave their work station to transact legitimate business may do so after so notifying their Supervisor. If necessary to go into another department, the steward will notify the Supervisor of that department that they are in the department on legitimate business. The Union agrees to make every effort in the processing of grievance matters to minimize interference with production and the orderly operation of the Employer and to conduct themselves in a professional manner.

Section 4. The employer agrees that union employees who file a grievance with the employer will not be questioned in respect thereto without advising the employee in the presence of a recognized steward of his right to union representation.

Section 5. Nothing in this article shall be construed as the right to deny the International Representative or Business Representative the privilege of processing a grievance on behalf of a unit employee, or to participate in a grievance meeting conducted in accordance with the grievance procedure.

Section 6. The union shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 7. Employees in the unit will not be given a disciplinary layoff or be discharged, without first being given the opportunity for a fair and impartial hearing with the Director of Personnel/Labor Relations, or at his discretion his designated representative. Such employee shall be afforded the right to be accompanied and represented by the Union Committee and/or full time representative(s) of the Union during said hearing. Such hearing shall be held within ten (10) working days of the occurrence of the matter which necessitated the hearing and the decision rendered within ten (10) working days following the hearing, unless the City needs more time for investigation, before or after the hearing, and requests an extension which should be mutually agreed to by both Management and the Union. Furthermore, the Union will be furnished with a list of charges at least three (3) working days prior to the hearing so that proper investigation and representation can be afforded the employee.

Section 8. Designated Union Representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving. In this regard, complaints filed by the Union which alleges violations of this section shall be immediately and impartially investigated by a representative of the Employer who has no connection with the official involved

in the complaint. Where such investigations reveal there is reason to believe the Union Representative's rights have been violated, the Employer will take necessary corrective action.

ARTICLE VII

GRIEVANCE AND ARBITRATION

Section 1. Grievance Defined: A grievance shall mean, and be limited to, a difference of opinion between the employer and the employee or employees, or the union, concerning the employer's compliance with a specific provision or provisions of this agreement or concerning discipline or discharge. When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the greivance procedure hereinafter prescribed.

Section 2. Grievance Limitations: If more than one employee has the same grievance, only two (2) such aggrieved employees representing all aggrieved employees, as selected by the union, shall proceed through step 1 of the grievance procedure set forth in this article, the parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of steps 1 - 3 of the grievance procedure set forth in this article. A grievance must be filed within ten (10) working days following the knowledge of the employee of the employer's action which gave rise to the alleged grievance, but not more than thirty (30) days following the action.

Section 3. Grievance Procedure: The grievance procedure shall be as follows:

Step 1. - The Grievance shall be orally presented by the aggrieved employee and/or cognizant steward to his immediate supervisor. The supervisor must give his oral answer within three (3) working days, weekends, and holidays excluded.

Step 2. - If no satisfactory settlement is reached on step 1 within three (3) working days, the Grievance shall be reduced to writing and advanced to step 2 by the committeeman who will discuss the grievance with the department head. Within three (3) working days the department head shall give his written answer.

Step 3. - If no satisfactory settlement is reached in step 2, the Union shall forward the Grievance, within seven and one-half (7½) working days to the Director of Personnel/ Labor Relations, the Director of Personnel/Labor Relations will arrange to meet with the Union Shop Committee within seven and one-half (7½) working days after receipt of such grievance. Within seven and one-half (7½) working days following, the Director of Personnel/Labor Relations will render his decision, incorporating the detailed position of the Employer in respect to the grievance.

Step 4. - If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within thirty (30) days following receipt of the Employer's third step answer, notify the Employer of the Union's intent to arbitrate the dispute. Upon receipt

of such notification the Employer and the Union shall select from the following panel of seven (7) arbitrators which have been selected jointly by the parties:
Dr. Bruce Boals - Professor, University of Tennessee; Ralph Roger Williams - Attorney At Law, Tuscaloosa, Ala.; William Belshaw - Attorney At Law, Whiting, Indiana; Barbara Doering - Arbitrator, West Lafayette, Indiana; Jay C. Fogelberg - Arbitrator, Minneapolis, Minn.; Thomas P. Lewis - Professor, Lexington, Kentucky; Alan Walt - Arbitrator, Southfield, Michigan.

The parties shall draw lots to determine who shall strike the first name from the above list of seven (7), then continue striking on an alternate basis, with the remaining name to be the arbitrator.

The Arbitrator shall not have the authority to alter, amend or change the terms or provisions of this agreement, and their decision shall be limited to the particular grievance in question. The arbitration decision shall be final and binding on the parties, and failure to implement or accept the arbitrator's decision shall be subject to litigation for which the party found guilty of failure to implement or accept the Arbitrator's award shall be liable for any cost of litigation or other damages, suffered by the other party due to the failure of the award to be implemented or accepted.

The Union and the Employer shall equally share the fee of the Arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Section 4. Time Limitations: All time limits prescribed herein may be extended by mutual agreement of the parties. Failure of the employer to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the union or employees to process the grievance to the next step within the time limits shall constitute a basis for the employer denying the grievance.

ARTICLE VIII

SENIORITY

Section 1. "Seniority" Defined: "Seniority," as the term is used in this Agreement, means the total length of continuous employment of a seniority employee within the Bargaining Unit, from the most recent hiring date. "Hiring Date" as used herein, means the first day for which an employee received pay. The Employer shall furnish the Union each six (6) months with an accurate seniority list of all employees in the bargaining unit.

If more than one employee has the same hiring date, order of seniority shall be determined by the last four (4) digits of the employee's Social Security Number, that is, the Employee with the lowest number shall have preference.

Section 2. "Seniority Employee" Defined: "Seniority Employee," as the term is used in this Agreement, shall mean an Employee having completed ninety (90) calendar days of employ-

ment. However, employees whose jobs are funded by State, or Federal Funds, such as CETA employees, shall not be considered seniority employees for purposes of lay-off and recall unless and until such employees have completed such special employment and have been retained as regular employees. In the event such special employees are retained as regular employees, the hiring date shall be the first day for which the employee received pay in such special employment. Nothing herein shall be construed or applied in any manner which denies any employee contractive rights or benefits except as specifically set forth herein.

Section 3. Probation: Each new employee shall be considered on a probationary basis for ninety (90) calendar days, except employees in the Emergency Medical Services Department, and Communications Department, who shall serve a probationary period of six (6) calendar months. During this period, retention of the employees shall be entirely at the discretion of the Employer and not subject to review under the grievance procedure. If retained after such period, such employee shall be entitled to the seniority rights herein set forth.

Section 4. Administration of "Seniority": In administering this Agreement, the principal of seniority, departmental and bargaining unit, in that order, shall be the determining factor in effecting layoffs, recalls, promotion, demotions and in respect to other working conditions where specifically stated in this Agreement.

The seniority of employees promoted or assigned to jobs outside the bargaining unit prior to March 6, 1981, shall continue to accumulate during the time of such transfer or

promotion. Employees promoted or assigned to jobs outside the bargaining unit subsequent to March 6, 1981 shall retain, but not accumulate any seniority during the time of such transfer or promotion. In the event such employee returns to the bargaining unit, he shall be entitled to whatever rights and privileges his accumulated seniority would entitle him without prejudice. It is recognized that the employer has the right to assign work to its employees, and seniority shall not, nor shall anything contained in this Agreement, be construed to restrict the employer in requiring an employee in one classification from doing any work temporarily in any other classification, although employees may usually expect their work assignments to be in keeping with their regular job classification.

However, it is expressly agreed and understood that the employer in exercising the rights set forth herein shall not do so to the extent that the employees within the classification to which the assignment is made, would be adversely affected. Adversely affected as used in this context, is intended to include but not be limited to layoff, recall, assignment of overtime and the temporary misassignment of an employee to work within a classification where employees regularly holding the classification are reasonably available to do the work.

Section 5. Termination of Seniority: Senority shall terminate and with it the employment of the employee by the Employer upon the occurrence of any of the following:

(A) The Employee quits.

(B) The Employee retires.

(C) The Employee is discharged.

(D) The Employee is laid off for a period of more than eighteen (18) months.

(E) The Employee is absent for more than three (3) days without his supervisor being advised, except for good and sufficient cause.

(F) The Employee fails to respond to a notification to return to work within five (5) days after such notice of recall is given by the Employer, by registered or certified mail to his last address according to the Employer's records.

(G) The Employee has final settlement for total disability.

(H) The Employee misrepresents the reason for a leave of absence or secures employment while on a leave of absence other than specifically provided for in the terms of this agreement or doesn't return from a leave at the expiration of the leave period, except where reason is for good and sufficient cause.

(I) The Employee is absent because of sickness or injury or similar cause beyond that specified in the Sick Leave Policy, such as misrepresentation of his or her sick leave.

ARTICLE IX

TRANSFERS AND PROMOTIONS

Section 1. Job Vacancies: Subject to the provisions of this Agreement, and in accordance with the following procedure, an employee with the greatest seniority shall be given preference in filling job vacancies provided such employee meets the minimum qualifications to perform the job.

A. All job vacancies, except vacancies pursuant to Sections 3 and 4 of this Article shall be posted for bid in all departments of the Bargaining Unit for five (5) working days.

B. Employees shall have the right to bid on all posted job vacancies with first consideration being given to bidding employees who already work in the department where such vacancy exists.

C. If no bidding employee within the department meets the minimum qualifications, then bidding employees from other departments shall be considered for the job vacancy. In the event no employee signs a bid notice for the vacancy, and there are no qualified employees as defined above interested in the job vacancy, the Employer may hire a new employee for such job. Employees who do not bid shall have no cause for a grievance. An employee shall be transferred to the job awarded within ten (10) working days from the date of the expiration of the posted notice. Employees assigned or transferred pursuant to this procedure or Sections 3 or 5, shall be given a trial period of thirty (30) working days, (except employees accepting a

job in the Emergency Medical Services and Communications Departments who shall be given six (6) calendar months) in which to prove they are capable of performing the duties of the new job in a satisfactory manner. Employees shall have the right to return to their previous job at any time during the trial period without prejudice. CETA employees, who are not considered regular employees of the Employer, may by mutual agreement of the Employer and the Union have their employment continued and be retained in their same job without bidding and without other employees having the right to bid when the job held by such employee is changed from such special employment to a regular full-time job.

D. Employees awarded a job bid from above shall, from the date of such successful bid, thereafter be restricted from bidding again for six (6) months, provided, however, they have not been bumped to a lower labor grade due to job elimination or reduction in force. If such demotion has occurred, such employee shall be eligible to bid as often as possible until such previously held higher labor grade is reached, at which time the normal time restriction of six (6) months shall again apply.

Section 2. Temporary Transfers: In the event an employee is temporarily transferred to work in a classification for which the normal rate of pay is higher than the rate of pay received by the employee in his normal classification, he shall receive the higher rate of pay. If this higher rated classification has a wage progression based on time in the job, he

shall be paid the higher rated classification at the next higher increment to the rate he normally receives.

In the event an employee is transferred to work temporarily in a classification lower than his normal classification, he shall receive his regular rate of pay. The provision of this article should not apply to apprentices or trainees whose work assignments are made for training purposes.

A Temporary Assignment is defined as one not exceeding five (5) working days and may be done at the discretion of the Employer. Assignments which exceed five (5) working days are defined as Temporary Transfers and will be accomplished by following the provisions of Section 4 Article VIII. It is further agreed that in affecting temporary assignments, or transfers, nothing herein shall be applied in such manner that results in circumventing the posting of permanent job vacancies nor will temporary assignments be rotated to avoid effecting a temporary transfer.

Section 3. Vacancies Filled by Mutual Agreement: Notwithstanding any of the provisions of this article, job vacancies may be filled by transfer of an employee by mutual agreement between the Employer and the Union.

Section 4. Relocated Jobs: Whenever an employee's job is relocated and made an integral part of another deparment, such employee shall have the option of transferring with such job or of remaining in the department. If said employee remains in the department, such relocated job and subsequent vacancies shall be posted in accordance with Section 1 and such employee may bump in accordance with Section 5.

Section 5. Work Curtailment Vacancies: In the event of a reduction in force wherein a seniority employee's job is discontinued or a seniority employee is displaced by an Employee having greater seniority, the affected employee will bump the lowest seniority employee in the same labor grade and in a classification he would be qualified for other than a steward or union officer provided the affected employee has the minimum qualifications to perform the job. If no such position exists in the same labor grade, the next lowest would be used to labor grade 1, and if all labor grades have been exhausted and employee does not meet minimum qualifications, he shall be placed on lay-off status with recall rights per Article X.

Section 6. Disqualifications: An employee who is transferred to a "bid" job as provided in Section 1 or an employee who is transferred to a "bump" job as provided in Section 5 and who is determined not to have the ability to perform such job shall be advised, in the presence of the cognizant steward, of the specific reasons resulting in the disqualification, and disputes arising therefrom shall be subject to the grievance procedure. The disqualified employee shall have the right to return to his previous job without prejudice.

The employer may temporarily assign employees to fill vacancies until the successful bidder is transferred.

Section 7. Shift Preference: Employees shall be granted shift preference by classification within departments where shift work exists based upon bargaining unit seniority. However, employees exercising shift preference which results in movement from one shift to another, shall be restricted from

again exercising seniority to move from one shift to another for a period of six (6) months from the date of the previous move, except the Communications Department which shall determine shifts for a yearly basis on each January 1.

ARTICLE X

REDUCTION AND RESTORATION OF WORK FORCE

Section 1. Layoffs: In the event it becomes necessary to reduce the work force in a department covered by this Agreement, the principles of seniority shall prevail. Employees who are to be laid off shall be given a ten (10) day notice in advance of the effective date of the layoff or in lieu thereof shall be granted ten (10) days' pay.

Should there be any reduction of the work force, it shall be made according to seniority and job vacancy as defined in Article VIII, Section 4 and Article IX, Section 1, the last employee hired in the classification to be the first to be laid off and so on.

Section 2. Recall: In restoration of forces, employees shall be restored in reverse order of layoff, if available, availability for being restored to service in accordance with seniority will necessitate laid-off employees keeping the Employer and the Union informed of their addresses as notices or calls will only be sent to the last address supplied and the employees will be so notified by the Employer at the time of their layoff.

A laid-off employee will be advised by the Employer by registered or certified mail addressed to his last address as

supplied to the Employer, with a copy to the Union office, and should he fail to acknowledge the same within five (5) days after notice is sent of his intention to return to work or fails to report, unless a good and sufficient reason is given, he will be deemed to have voluntary quit. Laid-off employees need not accept a part-time or seasonal position to maintain their recall rights.

No new help shall be hired until all employees have been recalled, except where the laid-off employees do not possess the qualifications to perform the job where additional help is needed, or where such employees refuse recall to a part-time (20 hours or less per week) or seasonal (one hundred twenty (120) calendar days or less) position.

ARTICLE XI

UNIT WORK RESTRICTIONS

Section 1. The subcontracting of bargaining unit work during the terms of this Agreement shall be handled as follows:

1. Work of a kind or nature historically performed by respective bargaining unit employees will not be contracted out unless it is beyond the capability of the Employer to accomplish within time available; or,

2. It requires more employees than are available to accomplish the work within the time available.

However, no exception shall be authorized while respective unit employees, who are capable of performing the work, are working less than the number of hours in the basic work week, or while such employees are on layoff.

Section 2. The Employer agrees that no work shall be contracted out that results in a reduction of force, or in a reduction in the hours of bargaining unit employees.

Section 3. It is agreed that work of a kind or nature historically performed by bargaining unit employees will not be assigned to non-bargaining unit employees. The Employer will take such action as necessary to insure that respective bargaining unit work will be assigned to only those employees within the appropriate bargaining unit.

ARTICLE XII

HOURS OF WORK

Section 1. Working Time: The working week, consisting of one hundred sixty-eight (168) hours, made up of seven (7) consecutive twenty-four (24) hour periods shall be from 12:01 a.m., Sunday to 12:00 midnight the following Saturday, except as otherwise provided in this Agreement. It is further agreed and understood that the work day, as it applies to the majority of City employees, consists of eight hours per day beginning at 8:00 a.m., and ending at 5:00 p.m., with an unpaid lunch period of one (1) hour Monday through Friday inclusive unless otherwise specifically stated in this contract.

Reference herein to work weeks or work days shall not be construed as a guarantee of any number of hours of work per day or week for any employee.

Section 2. Except as hereinafter provided, the basic work week of bargaining unit employees shall consist of five (5)

days, Monday through Friday inclusive, on each of which the employee will be scheduled to work on eight (8) hour shifts.

Section 3. Basic work weeks of other than Monday through Friday may be established for employees employed in E.M.S., Park Security, City Utilities Garage, Fire Garage, Police Records, Humane Shelter, Traffic Operations, Communications, and Parking Garage. In this connection, it is agreed the Employer will assign employees, in the above departments, to a work week of other than Monday through Friday only when the nature of the work requires the continuous manning of the position on a more than five (5) day a week operation, and such assignments shall not be utilized to meet sporadic or temporary workload commitments.

Section 4. The number of employees assigned to a work week of other than Monday through Friday shall be the minimum number necessary to perform the above described work which must be performed on Saturday and/or Sunday.

Section 5. It is further agreed that in selecting employees to work on other than Monday through Friday, the Employer will either develop rotating schedules which treat all affected individuals as equally as possible, or assign Saturday and/or Sunday work on the basis of seniority, that is, the employee with the greatest seniority shall be afforded preference. In every instance, the method of scheduling and manning requirements will be subject to negotiations in the event of a dispute.

Section 6. It is further agreed that employees scheduled to work other than a Monday through Friday work schedule shall

receive two (2) consecutive days off during each work week, and shall be subject to the overtime and/or compensatory time off provisions of the agreement.

Section 7. Employees scheduled to work rotating, or recurring shifts, shall be scheduled to work eight consecutive hours, except as otherwise provided for, and will be granted a reasonable paid lunch period between the 3rd and 5th hour of the shift.

Section 8. A lunch period shall be scheduled for the first and second shifts. Employees who must travel from job site in order to purchase lunch will be allowed fifteen minutes additional time for such purposes, which will be considered work time. The employer for good and sufficient cause may change the starting time of shifts and of lunch periods. However, prior to such changes being made, the employer will give 72 hours advance written notice of such changes to the Union, setting forth in the notice the circumstances which necessitate the change. Upon receipt of such notice, the Union shall have the right to meet with the Employer to discuss any responsible objections to the change. Where responsible objections are made by the Union, the Employer will make every reasonable effort to satisfy such objection. It is further agreed that any such change in established shift hours and/or scheduled lunch periods shall be effected on the first work day of the week in which the change occurs if possible.

Section 9. Immediately prior to lunch and the end of the shift, adequate and reasonable time, as determined by the work

assignment, or supervisor, shall be allowed for the purpose of wash up and storage of personal and company-owned tools.

Section 10. Employees required to work in excess of two hours beyond their regular scheduled shift shall be allowed thirty (30) minutes time off to eat on or off the premises without loss of pay. In addition thereto, affected employees shall be paid a meal allowance of $3.00. The principle expressed herein shall also apply to employees assigned unscheduled overtime which interferes with normal meal periods.

Section 11. Paid rest periods of fifteen (15) minutes each shall be granted in the first and second halves of the shift. Rest periods shall be free time for employees, and the employees shall be on the job site ready to work at the expiration of the relief period.

ARTICLE XIII

REPORT-IN-TIME

Any employee reporting for work on a regular workday at his regular starting time or at a later time designated by the Management shall, unless previously notified not to report, be given at least four (4) hours work in any department, in which work of his classification is available or four (4) hours pay at straight time rates if no work is available, unless failure to provide work is caused by an Act of God or other circumstances beyond the Employer's control.

ARTICLE XIV

CALL-IN-TIME

An employee who, after the close of his normal shift hours, is advised or called to work shall be paid a minimum of four (4) hours at the prevailing overtime rate which shall include the shift differential applicable at the time he reports. Where the reason for the call-in is to fill in for absentees or because the work load requires extra employees to man the shift, the affected employee will be so advised. In all other circumstances the problem for which the employee was called will be specifically defined. Once the specifically defined problem has been corrected and the employee is assigned other work, not described at time of call-in, such employee will be considered again called in and will be paid call-in for each specific problem assigned.

ARTICLE XV

VACATIONS

Section 1. An employee shall receive one (1) week's vacation after completion of six (6) months and then an additional week after one (1) year; an employee shall then receive two (2) weeks' vacation each year to be earned from anniversary date to anniversary date, but in no case will receive more than two weeks of vacation for the first calendar year.

Section 2. In addition to the foregoing, each employee who shall have been in the employ of the employer at least six (6) years shall receive each contract year a third week of vacation with pay; and each employee who shall have been in the

employ of the employer at least fifteen (15) years shall receive each contract year a fourth week of vacation with pay; and each employee who shall have been in the employ of the employer at least twenty (20) years shall receive each contract year a fifth week of vacation.

Section 3. (A) Vacation pay shall be the normal weekly straight-time pay including shift differential for each week of vacation. Procedures for selection of vacation time will be arranged by and between the Union Committee and the Employer. When two (2) or more employees are requesting the same available vacation period, preference will be given on the basis of seniority.

(B) All bargaining unit members who are eligible for any weeks of vacation may take one (1) of such weeks of vacation on a daily basis provided at least one (1) day's notification has been given to the employee's respective Supervisor unless the absence is due to illness, personal business, or an emergency, in which case notification will be given by the employee at the first opportunity after the illness, personal business or emergency arises. All other vacations will be scheduled and taken in weekly increments and once scheduled and approved, will not be changed or interrupted, unless a department or employee emergency arises.

Section 4. An employee who is laid off or whose employment with the Employer is terminated for any cause shall receive with his final check, vacation pay due for the contract year in which he is laid off or terminated on a pro-rated basis. In the event of the death of an employee who has earned

but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus pro-rated vacation for the year in which the death occurs. Pro-rated vacation shall be based upon 1/12 of the annual vacation allowance for each month worked beyond the anniversary date. An employee retiring under the retirement plan will be entitled to all vacation for which his service would qualify him during the calendar year in which he retired.

ARTICLE XVI

PAID HOLIDAYS

Section 1. Recognized Holidays: The following days are recognized as holidays:

New Year's Day
Presidents Day
Good Friday
Primary Election Day
Memorial Day
(Last Monday in May)
Independence Day
Labor Day
Veterans Day
General Election Day
Thanksgiving Day
Friday After Thanksgiving Day
Day Before Christmas Day
Christmas Day
Day Before New Year's Day

Section 2. Holidays During Vacation: If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period, and the employee shall be granted an additional day with pay before or after the scheduled vacation.

Section 3. Holidays on Sunday: Any holiday which falls on a Sunday shall be celebrated on the following Monday. Any holiday which falls on a Saturday shall be celebrated on the preceding Friday. The intent of this Section is to allow

employees to receive five days pay for four days work. Therefore, Employees that have work weeks of other than Monday through Friday, and would be required to work such Saturday or Sunday, the Saturday or Sunday would be their holiday for purposes of computing payment of holidays worked, Section 5 of this Article.

Section 4. Eligibility: Employees shall be paid for the holidays listed in Section 1 of this Article for eight (8) hours at their straight time hourly rate, plus night shift premium, if any, provided the employee is in a pay status some portion of the week in which the holiday occurs.

Section 5. Payment of Holidays Worked: All hours worked on any of the above named holidays shall be paid for at least two (2) times the regular rate including shift premium, plus the holiday pay.

ARTICLE XVII

LEAVE OF ABSENCE

Section 1. For good and sufficient reason, a leave of absence for personal reasons not to exceed thirty (30) days shall be granted by the Employer or not to exceed six (6) months on account of illness. Personal leaves taken shall be without pay. Sick leaves will be paid in accordance with sick leave accrued. If the sick employee is not able to return at or before the expiration of this period, his case shall be subject to review by the Employer and the Union and, if the facts justify, an extension up to six (6) months may be granted by mutual consent, which in exceptional circumstances may be

further extended by mutual consent. In the case of sick leave, the Employer has the right to refuse application to return to work until the applicant has been examined and approved by the Employer's doctor. In case of disagreement over physical condition, the matter may be handled under Article VII, Grievance and Arbitration procedure.

All applications for leave of absence shall be in writing and submitted to the Department Head or the Personnel Department, and except in emergency shall be made prior to beginning of absence.

Seniority will accumulate during leaves unless otherwise stated in the leave of absence.

An employee who takes other employment while on leave will be considered as having resigned, unless the leave of absence specifically permits the taking of other employment. Employees required to be absent from work on a day-to-day basis to conduct official Union business shall be excused (without pay) and no absence will be charged provided prior written request is received from the Union. In emergency circumstances when prior written notice cannot be given, the Union will give prior oral notice followed by written notice as soon as possible.

The Employer will grant, upon prior request of the Union, extended leaves of absence without pay for official Union business to one (1) employee or more than one, if it would not hamper the Employer's operations. Such leaves of absence shall not exceed one (1) year and will be renewed for additional

periods upon written request of the Union. Seniority and retirement benefits shall accumulate during such leaves of absences.

Section 2. Military Leave: An employee shall be given a leave of absence in accordance with the Selective Service Act of 1948, as amended.

Section 3. Reservist Duty: An employee who is an active member of a recognized reserve component of the Armed Forces of the United States shall be granted time off for required active training. An employee shall be paid the difference, if any, between reservist pay and his rate of pay for a period not to exceed ten (10) normal working days, eighty (80) hours, in any calendar year. An employee shall furnish acceptable evidence of training time and payment therefore.

Section 4. Jury Duty: An employee, required to serve on a jury, or who is subpoenaed to appear as a witness in a court of law, will be paid the difference between his regular straight time pay and that paid as a juror for each of his scheduled days of work on which he is required to serve on the jury or appear as a witness as the case may be. Employees on the first or second shifts will not be required to report for work on the day they are required to serve as a juror or appear as a witness. Third shift employees will not be required to report for work on any night prior to reporting for jury duty, or appearing as a witness the following day where the work week starts on a Sunday night and on any night following where the work week starts on a Monday morning. It shall be the responsibility of each such employee to present to his Supervisor a

copy of the court summons or subpoena and a weekly certificate from the Clerk of the Court showing the days served as a juror or a witness and the amount paid for jury service.

NOTE: Employees required to appear as a witness in a court of law shall not receive payment under this section if such appearance is related to their employment with another employer.

Section 5. Death in Family: In case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of four (4) consecutive work days off with straight time pay to attend the funeral and to attend to administrative details. Members of the immediate family shall be the spouse, children, step-children, parents, step-parents, father-in-law, mother-in-law, brothers, sisters, half brothers, half sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents, grandparents of spouse, grandchildren, whether of natural relationship or legally adopted or under legal guardianship of the employee.

ARTICLE XVIII

SICK LEAVE

Section 1. Employees shall accrue paid sick leave at the rate of two and thirty-one hundredths (2.31) hours per week for each week of employment during which the Employee is in a PAY STATUS for any portion fo the week. Such sick leave accrual to begin on the first day of employment, providing however that probationary employees shall not be entitled to sick leave usage until satisfactory completion of ninety (90) calendar

(after exhausting sick leave benefits), the Employer shall reserve the right to require an examination by a medical physician designated by the employee (at no cost to the employee) from a list furnished by the Employer, of not less than three (3) General Practitioners or not less than two (2) Board Certified Specialists, as appropriate, for the nature of the injury. The designated physician shall determine the physical condition of the affected employee and submit his findings to the parties. Should the designated medical physician determine the employee is able to return to work, or the employee is permanently disabled, no further differential payment shall be made. However, should a dispute arise as to the determination made by the designated medical physician, the matter shall be subject to the grievance procedure.

Section 5. Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer. In addition thereto, where there is evidence of a pattern of sick leave abuse, the Employer shall have the right to require a medical certificate for any absence claimed as sick leave until such time as the pattern of abuse no longer exists. The questionable absence shall not be paid until medical certificate has been received by the employer. Provided such employee has received prior notification of such requirement in the presence of the steward or in writing.

Section 6. Upon retirement, an employee shall receive credit for all accumulated sick time and shall be paid for said

time at the rate of eight (8) dollars for each eight (8) hours of accumulated time.

ARTICLE XIX

INSURANCE

The employer agrees that Group Insurance benefits enumerated in Lincoln National Life Insurance Company Policy Numbers D 13192 and L 13192 shall be extended to all bargaining unit employees. These benefits, except as hereinafter provided, will remain in full force and effect for the life of this Agreement, at a cost of $1.20 per year per employee, regardless of whether coverage provided is for individual, individual and spouse, individual and children, or individual and family. Each employee who, after six years of service, retires from the City shall receive a life insurance policy in the amount of five thousand ($5,000.00) dollars at no cost to the employee for the rest of his life, and shall also be eligible to participate in the current retiree's group health plan at the rate determined by the carrier.

ARTICLE XX

PENSIONS

All bargaining unit employees shall be covered by the Public Employees Retirement Fund and will be credited for all prior service with the Employer, whether previously covered by PERF, other plans, or no plan. Employees with broken service will be credited for past service on a cumulative basis provided no withdrawal of contributions has been made. Where

withdrawals have been made, the Administrator of the PERF Plan shall determine whether periods of service for which a withdrawal was made will be credited, and the conditions which must be met in order to receive such credit.

In cases where previous service was credited under plans other than PERF, and withdrawals were made from those plans, broken service for which a withdrawal was made will not be credited unless affected employees repay the amount withdrawn.

ARTICLE XXI

SAFETY, HEALTH AND SANITATION

Section 1. A joint Safety and Health Committee will be established for the purpose of making constructive recommendations to the Employer, the Committee will consist of not more than five (5) members, two (2) appointed by the Employer and three (3) employees appointed by the Union. A meeting shall be held once each month and the time spent in attendance by these members shall be compensated at the applicable rate of pay, and minutes shall be recorded by the Employer and copies furnished to the members of the Committee. The Employer will respond to constructive safety proposals made by the Committee and will investigate and take action to correct.

Section 2. Should a walk-around safety inspection of the Employer's premises be conducted pursuant to the provisions of the IOSHA, one (1) member of the Safety Committee designated by the Union, shall have the right to accompany the inspection team during regular duty hours without loss of pay.

Section 3. Uniform allowance for the Humane Officers and Park Service Officers, will be $500.00/year. Such payment will be made upon presentation of proof of purchase. Normal safety equipment, such as hard hats, aprons, and other protective clothing will be furnished by the Employer. Where needed, safety glasses, as approved by the Safety Director, will be provided, however, some glasses require prescription lens. In these cases, these glasses will be provided, but the cost of the prescription will be borne by the employee. Where safety shoes are required, the Employer shall reimburse the employee for one-half (1/2) the cost of the shoes when the employee provides the receipt for his purchase. No more than two (2) pair a year will be reimbursed.

Section 4. The Employer shall maintain adequate first aid at all times. In addition thereto, the Employer shall insure the immediate availability of ambulance service in the event of an injury or sickness on the job which requires transportation to a hospital.

Section 5. An employee, hurt in an industrial accident, will be paid for all scheduled hours lost receiving medical care on the day he was hurt at his straight-time hourly base rate, plus any overtime premium, or shift differential that may be applicable. In cases where the attending doctor or nurse decides the employee should not return to work and finish out the workday, he will be paid in accordance with the above for all scheduled hours he would have worked that day.

Section 6. The Employer shall furnish and maintain clean and adequate washroom facilities for employees. It is recog-

nized and agreed that it is the responsibility of each employee to utilize these facilities in a responsible manner.

Section 7. No employee in the bargaining unit shall be required to perform any work which is unsafe or subjects the employee to environmental conditions which are likely to be injurious to his health.

ARTICLE XXII

DISCRIMINATION

Section 1. The Employer will not interfere with, restrain or coerce the employees covered by this agreement because of membership in or activity on behalf of the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employees covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in the Union or attempt to encourage membership in another Union.

Section 2. The Employer and the Union agree that it will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfer, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps.

Section 3. The Employer further agrees that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, executive order 11246 as amended by 11375 and the Age Discrimination in Employment Act of 1979 will be deemed a violation of this Agreement and subject to the grievance provisions embodied in this Agreement.

ARTICLE XXIII

BULLETIN BOARD

Section 1. The Employer agrees to furnish a bulletin board located in each department where employees normally work for the use of the Union for posting of matters relating to Union meetings and other Union matters of a non-controversial nature. All such notices, as posted by the Union, shall be signed by an authorized Union representative.

ARTICLE XXIV

GENERAL PROVISIONS

Section 1. The Employer, in exercising its right to impose discipline, shall be consistent in the application of such and the procedure of applying discipline in a progressive manner shall be adhered to. In addition thereto, it is agreed that any penalty imposed shall, within reason, be consistent with the offense committed. The Employer shall initiate disciplinary action against a unit employee within ten (10) work days after knowledge of the action out of which the discipline arose by the Director of Personnel/Labor Relations or his designee, or in failing to do so shall forefeit any right to

take disciplinary action for such offense, except this may extend to thirty (30) working days if the Employer notified the Union during the ten (10) work day period.

Section 2. Establishment of new policies or changes of existing policies will be for just and sufficient cause and reasonable in application. Prior to the effective date of any such new or changed policy that is to be applied bargaining unit wide, the Union will be notified.

Section 3. Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Section 4. At such time as metric measurement devices become necessary for employees in the performance of their jobs, the Employer will make such tools available in the stock-room to be checked out as the needs arise.

Section 5. Employees of this bargaining unit shall be supervised by and responsible to a designated Supervisor in matters pertaining to job assignments, temporary or permanent transfer, work assistance, work performance, attendance and discipline. In the absence of the employee's Immediate Supervisor, a supervisor will be designated to fill in during his absence.

Section 6. Employees covered by this Agreement shall be furnished and paid for full time employment in accordance with the working schedules of the various classifications, provided they report for work in accordance with said schedules. In this connection, employees whose regular scheduled work cannot be performed because of inclement weather, will be assigned to perform such work as the Employer can provide without regard to

the classification within which such work normally would be scheduled and the Employer will not suffer any grievance or additional liability for such action. For purposes of this section, Inclement Weather is defined as environmental conditions which subjects the employee to unreasonable discomfort.

Section 7. Employees shall be assigned to report for work at one specific location. Subsequent to reporting, the Employer will be responsible for providing transportation from the reporting site to the job site.

Section 8. Employees, required to use their private vehicle to travel from one job to another, and/or to use their private vehicle for travel outside the City of Fort Wayne on business of the Employer, shall be reimbursed for each mile at the maximum amount allowed by State Board of Accounts.

Section 9. Employees, on travel assignments which necessitate overnight lodging, shall be reimbursed in the amount of the actual cost of hotel/motel accommodations, meals and incidental expenses. Employees will be required to itemize expenses and are expected to be prudent in the amounts expended while on travel assignments.

Section 10. Employee's Address: An employee shall, at all times, keep his Supervisor advised in writing of the employee's current phone number and current mailing address. Failure of an employee to comply with the provisions of this section shall relieve the Employer of any obligation to give any notice to the employee required by this Agreement.

Section 11. Federal and State Laws: Should any of the terms of this Agreement become void or illegal because of

applicable State or Federal law, or because of the action of any State or Federal Agency having cognizance in such matters, then only that portion of the Agreement specifically affected by such law or action shall become void, and all the balance of the Agreement shall remain in full force and effect in accordance with the terms of the Agreement and for the duration of this Agreement, and in such contingency, the parties shall meet promptly and negotiate substitute provisions for those parts or provisions rendered or declared illegal.

Section 12. The agreement shall be printed in booklet form at the expense of the Employer and distributed by the Employer to each employee on the payroll as of the signing of the Agreement, as well as to each person who is hired or rehired. In addition, the Employer shall furnish a resonable number of printed Agreements to the Union. As part of their orientation, new employees hired in a position included in the unit will be advised of the contractual relationship between the Employer and the Union, and will be introduced to the Steward of the area in which they are initially assigned.

Section 13. Employees covered by this Agreement shall have the free and unimpeded right to join, participate, and support any legal political party of their individual choice, or to refuse to join, participate, and support any political party. In addition thereto, no employee shall be required to financially support any political party or individual. However, no employee shall be denied the right to make such a contribution on a personal, voluntary basis.

Section 14. In the event computer space becomes available, the Employer agrees to deduct monies from each employee's wage who gives written authorization for such deductions on a bi-weekly basis and remit such deducted monies to the Machinists Non-Partisan Political League on a monthly basis. Employee's desiring to have such deductions made shall authorize same on the following type form:

WAGE DEDUCTION AUTHORIZATION CARD

_____
(Date)

I, _____, Clock #_____,
(Name of Employee)
authorize and direct the City of Fort Wayne, Indiana to deduct biweekly from my wages the sume of $_____ and forward this amount monthly to the Treasurer of the Machinists Non-Partisan Political League at 1300 Connecticut Avenue, N.W., Washington, D.C. 20036. I hereby authorize that the above amount be deducted from each pay check from the Employer.

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation and none of the monies deducted are a part of my dues or membership fees to the local Union. This authorization and the making of payments to MNPL are not conditions of membership in the Union or of employment with the Employer and I understand that the money will be used by MNPL to make contributions and expenditures in connection with federal elections.

_____
(Employee's Signature)

ARTICLE XXV

PERSONAL TIME

Section 1. Separate and independent of vacation and sick leave allowances, employees shall receive two (2) days personal time each calendar year, commencing with the completion of one (1) year's service. Such time may be utilized by employees for

urgent or unforeseen matters requiring their immediate attention. Except for good and sufficient cause, the employee will advise the Employer twenty-four (24) hours in advance of the absences. Pay for absences claimed as personal time shall be at the employee's straight time hourly rate, or in the case of salaried employees on a pro-rata basis, including applicable shift differential where applicable. Personal time may be taken in four (4) hour increments.

ARTICLE XXVI

OVERTIME AND COMPENSATORY TIME OFF

Except as otherwise provided herein:

Section 1. Purpose of Article. This Article is intended to provide the basis of computing overtime pay and shall not be considered as a guarantee of overtime hours worked per day or per week.

Section 2. Premium Pay. Employees shall be paid overtime on their regular straight time hourly rate including shift premium for hours worked as follows:

A. Overtime paid at one and one half (1½) the regular straight-time hourly rate shall be paid for each, or any of the following instances. In each instance it shall not be dependent on any other instance, it being understood there shall be no pyramiding.

1. All work in excess of eight (8) hours in any one (1) day.

2. All work performed on Saturday as such or the affected employees sixth (6th) consecutive work-day.

B. Overtime paid at double time shall be paid in any or each of the following instances. In each instance it shall not be dependent on the other instance, it being understood there shall be no pyramiding.

1. All work performed on Sunday as such or the affected employees seventh (7th) consecutive workday.

Section 3. The Employer agrees to maintain records of all overtime work by shift and classification, and to the maximum extent possible distribute overtime equally among employees within a classification. It being agreed and understood that shift assignments may dictate temporary imbalances within a classification, but will not alleviate the responsibility of the parties to make continuing effort to equalize the opportunity for all employees within a classification to work overtime regardless of shift. In this connection, all overtime assignments shall be offered first to the employee, on the shift affected, with the least amount of overtime recorded. Because of the nature of the work, mandatory overtime shall be agreed to for the Humane Shelter and the Emergency Medical Technicians and Communications. After all other options have been used, the least senior employee in these departments will be the final choice. Persons on vacation, personal time or compensatory time shall not be forced to work overtime, irregardless of seniority.

Section 4. Employees who are properly notified and decline to work overtime offered, shall be charged the number of overtime hours declined for distribution purposes.

Employees on sick leave, or vacation, for periods in excess of three (3) weeks shall be charged the average number of hours worked by all employees within the classification within a shift during the entire absence. It is agreed and understood that an employee shall have the right to decline any overtime assignment which creates an inconvenience for the employee.

Section 5. Employees transferred (permanently) from one classification to another, shall initially be charged with the average number of overtime hours recorded by all employees within the classification within the shift. Employees temporarily transferred to a different classification and/or probationary employees shall only be offered overtime after all employees within the classification within a shift have been afforded the opportunity to work, and only then if qualified to perform the available work.

Section 6. The employer shall maintain records of all overtime worked, or declined, and shall make such records available to the Union upon request.

Section 7. Exceptions to the overtime distribution rules may be made by the Employer as follows:

A. Assignment of employees to continue a job which commences during a normal shift, where continuity on the job is essential.

B. The employees within a classification are the only employees qualified to perform the work. However, where this exception creates continuing imbalances, additional employees will be trained.

Section 8. Employees will be notified of scheduled Saturday or Sunday overtime prior to the end of the Thursday shift (third shift will be notified prior to the end of their shift, (7:00 a.m.) on Thursday. Notification of daily overtime will be made prior to the end of the shift on the day preceding the day on which the overtime is to be worked.

Section 9. Employees working overtime shall receive payment for such overtime work if they so desire, except that no employee shall be paid overtime payments which result in the employee receiving pay which exceeds the maximum yearly salary rate for the classification established by ordinance. Where such situations arise, the affected employee will be granted compensatory time off in an amount equal to the hours of pay the employee would have received had said overtime payments been permitted.

Section 10. Employees except Emergency Medical Service employees, may elect to receive compensatory time instead of monies for overtime hours worked. No employee may have unused accumulated compensatory time of over forty (40) hours without either using compensatory time or receiving monies for such overtime work. Compensatory time off must be granted and taken prior to termination as no cash payment will be made.

Section 11. Any employee transferred to another department who has unused compensatory time will carry such compensatory time to their new department. Compensatory time must be scheduled at least one day in advance except for emergencies.

ARTICLE XXVII

WAGES AND PROGRESSION

Section 1. It is the intent of the parties to apply the principle of equal pay for equal work in all classifications. Job content will be the sole criteria in determining the labor grade in which the classification is placed. The skills, ability and qualifications necessary to perform normal work assignments, should accurately reflect the job descriptions of employees within the bargaining unit. In making this determination, due consideration shall be given to the skills and qualifications necessary to perform the job in relation to other jobs with similar or identical skill requirements.

Section 2. New hires under this Agreement shall be hired at the starting rate of the Labor Grade within which the classification is hereinafter listed. Except as otherwise provided herein, no change shall be made in any classification within the bargaining unit, nor shall any deviation be made in respect to the negotiated rate of pay for any classification unless mutually agreed to by the parties in writing.

Section 3. Employees promoted to a higher labor grade shall be slotted in the schedule of the higher labor grade at the increment level immediately above their current rate. Employees demoted, resulting in placement in a lower labor grade, shall be placed in the schedule of the lower grade nearest the rate held in the highest labor grade, but in no instance above the maximum rate of the lowest labor grade. Employees transferred to an equal labor grade shall retain their rate of pay.

Section 4. Any employee, working a schedule where the majority of hours worked in a given working day are between 3:00 p.m. and 7:00 a.m., shall be considered working on a night shift and shall be paid thirty-five (35) cents an hour bonus for the complete time worked in any continuous twenty-four (24) hour period.

Section 5. In keeping with the City's wage system the incremental salaries appearing in Addendum B to this Agreement will constitute the wage agreement for the life of this contract subject to the modifications spelled out in Addendum B.

ARTICLE XXVIII

DURATION AND CHANGE

Section 1. This Agreement shall become effective 12:01 a.m., December 28th, 1981, and shall remain in full force and effect until midnight, March 2, 1985, and from year to year thereafter unless either party shall, no more than ninety (90) and at least sixty (60) days prior to any anniversary date, hereof, notify the other party of a desire to amend or terminate this Agreement. In the event such notice is given, the parties shall meet no later than fifteen (15) days after receipt of such notice, for the purpose of negotiating a new Agreement.

Section 2. No agreement, waiver, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by any employee or group of employees, with the Employer, and in no case shall it be bind-

ing upon the parties hereto, unless such Agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union.

Section 3. The waiver of, or any breach of conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ADDENDUM TO CITY OF FORT WAYNE/IAM MASTER CONTRACT

FOR EMS PERSONNEL

I. Productivity and Experimental Nature

The undersigned parties recognize that the City's Emergency Medical Services (EMS) Department has recently accepted responsibility for providing advanced life support (ALS) service on a countywide basis, subject to performance evaluations of both efficiency and effectiveness conducted by organizations which are external to both of the parties to this agreement. It is recognized that the Board of Directors of the Three Rivers Ambulance Authority shall have the power and duty to assess the economic efficiency of the EMS Department as a contracted provider, and that should the EMS Department fail to perform efficiently, as compared with private providers of similar services, it shall be the duty of the Authority to replace the EMS Department with a contracted private provider.

The parties also recognize that the Emergency Medical Services (EMS) Foundation, Inc. shall have the power and duty to judge the clinical and response time performance of the EMS Department, and should such performance be found substantially and chronically deficient, the EMS Foundation shall have the power and duty to require that the EMS Department be replaced by a competitively selected private provider of services. Any such private provider so selected shall be required to comply with the terms and conditions of the master contract and this addendum.

In addition to these new external evaluations of departmental performance, and the ready availability of private contractors willing and able to replace the department, the parties recognize the increasing pressures of externally imposed financial constraints upon EMS operations. That is, the EMS Department must operate increasingly upon revenues derived from fee-for-service billings for both emergency and non-emergency ambulance service, and must depend decreasingly upon local tax subsidies. A case in point is the fact that the department's services to the county (outside the Fort Wayne city limits) must be entirely financed from fee-for-service billings, since the county has elected to furnish no subsidy whatsoever. In order to survive, therefore, the EMS Department must compete successfully with providers of non-emergency transfer service for a substantial portion of its operating revenues. And the department must also provide clinically excellent emergency service, with superb response time performance, with an efficiency equal to that of the most efficient and successful private-for-profit ambulance companies.

In short, the parties recognize that an important experiment is at hand:

> Can a labor/management partnership be developed in a governmetal operation--a partnership so effective in promoting productivity that the government provider

can be favorably compared with the most efficient high quality providers of similar services in the private sector?

The purpose of this agreement is to furnish the foundation for a partnership in productivity and efficiency in which management and labor shall have equal incentive and responsibility to greatly expand productivity.

While the provisions of this contract do allow for increased compensation per person, and some increase in manpower, it is the intention of the parties that measurable increases in productivity shall far exceed both the cost of increased compensation and the cost of additional manpower over the term of this agreement.

Finally, the parties hereby express their mutual intention to pursue increased productivity as generally defined as follows:

A. Personnel cost per "unit hour". (A "unit hour" is a term used to define one hour of availability for service of a fully equipped and staffed ambulance.) Through the use of more efficient shift schedules, manning of ambulances by management personnel, and other arrangements, it is the intention of the parties to hold the overall personnel cost per "unit hour" to the pre Interim

Contract level--approximately $26.94 per "unit hour," including all personnel costs, both labor and management.

B. Personnel cost per billable run. (A "billable run" is a term used to define an ambulance run during which a patient was transported, thus excluding "no hauls" and "turn arounds.") Through the effective recruitment of off-peak non-emergency transfer service, it is the intention of the parties to nearly double the volume of "billable runs," thereby substantially reducing the total personnel cost per billable run as compared with similar costs prior to initiation of the Interim Contract--that is, approximately $96.65 per billable run.

C. Response time performance. Prior to the Interim Contract, nearly one half of all response times in the City were in excess of eight minutes. It is the goal of the parties to improve productivity to achieve a response time of less than eight minutes on ninety percent of all runs in the entire metropolitan area of the county, without increasing either the personnel cost per run or the personnel cost per unit hour.

D. Clinical excellance. Prior to the Interim Contract, there was no external method of evaluating the clinical performance of the Department. With the establishment of the EMS Foundation, medical protocals and physician supervised medical audits shall become routine. It is the goal of the parties to maintain clinical performance productivity at a level equal to or in excess of the reasonable expectations of the EMS Foundation.

E. Non-emergency transfer service. The parties recognize that the Department will rely heavily upon revenues from competitively acquired non-emergency transfer business. The ability of the Department to recruit and retain a substantial volume of such non-emergency transfer work is essential to the Department's financial survival, and shall be considered an important measure of productivity. The manner in which Department personnel, both management and labor, recruit such business, handle telephone requests and dispatching for non-emergency service, and carry out transfer work will have an important impact upon the future of both parties in the ambulance service industry.

F. Professional conduct and courtesy. The parties recognize that, periodically, as required by law,

the EMS Department shall be required to compete for future contract work in a competitive bid process. The parties recognize that clinical excellence, response time performance, and reasonable production efficiency are essential to the Department's success as a bidder in open competition with private companies. But in addition to these important performance factors, the overall reputation of the Department as an EMS provider can also play an important role in determining the outcome of a competitive bid process. In that regard, it is a goal of this agreement to promote professional conduct and courteous behavior on the part of every member of the Department's work force--both management and labor, and to impose strong controls to insure that the positive reputation built by high performance personnel is not destroyed or damaged by others.

G. Increased responsibility and accountability of field personnel. An important factor in establishing the overall production efficiency of the Department is the ability of the Department to control losses from theft, abuse, or neglect of vehicles, on-board equipment, and expendables and supplies. It is a purpose of this agreement to substantially increase the responsibility and accountability of field personnel as regards prevention of theft, abuse, or neglect of

equipment and supplies--even to the extent that, under certain defined circumstances, it shall be the responsibility of the employee to repair or replace lost or damaged equipment and supplies at the employee's personal expense.

The parties recognize that a labor agreement deliberately and primarily designed to improve measured productivity in defined areas of performance, and to provide for a sharing of the resulting benefits and savings by both the taxpayer/consumer and Department personnel, is highly experimental--especially in the public sector of the economy. It is, therefore, also recognized that, in drafting this agreement, the parties have little history from similar attempts of others to rely upon to guide the negotiation process. Thus, the parties agree to cooperate over the term of this agreement to discover and resolve problems which may be expected to result from reasonably unforeseeable mistakes and omissions in the terms of this agreement as well as in its application in practice.

II. Term of Agreement

The term of this agreement shall begin on November 1, 1981, and shall end coterminously with the IAM Master Agreement--that is, Midnight, March 2, 1985.

III. Provisions of IAM Master Contract Incorporated

This agreement is intended to operate as an addendum and modification to the IAM Master Contract. All provisions of the IAM

Master Contract shall remain in effect for unionized employees of the EMS Department, except as they may be specifically modified by provisions of this addendum.

IV. Accumulated Comp Time Payoff

As provided for in Section 8, "Intention to Provide for Payment of Accumulated Comp Time," of the Interim Contract executed by the parties on the 13th day of July, 1981, the Department hereby agrees to make payment in full for all comp time accumulated prior to the effective date of the Interim Contract, less comp time allowed off during the term of the Interim Contract. The parties hereby agree that the following table reflects accurately and completely the full amount of pay owed by the Department to each employee for comp time under the terms of this provision, and the Department agrees to make payment in full in the amounts shown in the far right column below within thirty days after the date of execution of this agreement:

NAME	COMP TIME HRS. EARNED 1980-1981	COMP TIME TAKEN DURING INTERIM CONTRACT	NET COMP TIME HOURS FOR WHICH COMPENSATION OWED	CURRENT HOURLY RATE STRAIGHT TIME W/O SHIFT DIFF.	AMT. OWED EMPLOYEE FOR ACCUM. COMP. TIME
R. Auker	308.2	0	308.2	$7.988	$ 2,461.90
J. Berger	162.625	2.499 hrs	160.126	7.572	1,212.47
S. Brown	254.2	0	254.2	7.988	2,030.55
R. Busian	216.445	0	216.445	7.572	1,638.92
A. Chaney	2.715	0	2.715	7.572	20.56
R. Coleman	180.725	15.0 hrs	165.725	7.572	1,254.87
S. Cureton	304.125	16.866 hrs	287.259	7.572	2,175.13
G. Dusek	193.525	0	193.525	7.988	1,545.88
M. Dusek	26.25	24.353 hrs	1.897	7.572	14.36
R. Ewing	33.5	15.0 hrs	18.5	7.572	140.08
J. Fisher	257.75	0	257.75	7.572	1,951.68
J. Gore	16.29	0	16.29	9.320	151.82
M. Harrier	137.625	14.749	122.876	7.572	930.42
D. Jansma	137.35	0	137.35	7.572	1,040.01
R. Jones	131.875	0	131.875	7.572	998.56
W. Kerr	393.25	0	393.25	6.401	2,517.19
W. Kunkle	155.325	12.81 hrs	142.515	7.988	1,138.41
J. Lahrman	83.875	3.333	80.542	6.401	515.55
T. Longsworth	340.25	0	340.25	7.572	2,576.37
C. Miller	146.0	0	146.0	7.572	1,105.51
C. Noble	125.725	0	125.725	7.572	951.99

M. Pequignot	232.375	0	232.375	6.401	1,487.43
A. Placencia	120.5	0	120.5	6.401	771.32
D. Ranes	162.8	0	162.8	7.572	1,232.72
R. Raypole	28.625	22.142 hrs	6.483	7.572	49.09
J. Schafer	118.62	12.0 hrs	106.62	7.572	807.33
B. Sherwood	77.425	21.7 hrs	55.725	7.572	421.95
R. Shupe	16.97	13.32 hrs	3.65	7.572	27.64
H. Swick	119.375	2.083 hrs	117.292	7.572	888.14
L. Waterman	446.82	8.333 hrs	438.487	7.572	3,320.22
P. Wiley	26.875	0	26.875	7.572	203.50
B. Witte	18.75	16.0 hrs	2.75	7.509	20.65
B. Wolf	305.625	0	305.625	7.572	2,314.19
J. Woodruff	320.235	17.0 hrs	303.235	7.988	2,422.24
K. Wyss	179.125	14.642 hrs	164.483	7.988	1,313.89

V. Scheduling of Emergency Vehicle Coverage and Assignment of Shifts

The parties recognize that demand for both emergency and non-emergency ambulance service fluctuates widely, depending upon time of day, day of week, special events, and to some extent, season and climatic conditions. It is also recognized that a major factor contributing to efficiency of operations and response time performance is the continuously improved precision scheduling of vehicle coverage in anticipation of these fluctuating demand patterns. It is the intention of the parties to provide for regular analysis of both patterns of demand and response time performance, and to utilize the findings from these analyses to create the most efficient possible patterns for scheduling vehicle coverage and shift assignments among personnel, while maintaining response time reliability and timely provision of non-emergency transfer service in accordance with reasonable standards.

To effect such efficiencies, the following provisions shall be utilized by the parties to govern the scheduling of vehicle coverage and the assignments of shifts among personnel:

A. Shifts available. Each of the unionized employees of the Department shall be assigned to work one of the following shifts:

Shift Description		Hours Worked
1.	24 hrs on/48 hrs off	56 hrs/week-average
2.	(2) 24 hr and (1) 8 hrs per week	56 hrs/week-average
3.	12 hour shifts (4 on/ 4 off)	42 hrs/week-average
4.	Modified 4 on/2 off 8 hr shifts. Includes 12-hr shifts when schedule falls on Friday and/or Saturday, in exchange for exclusion from Sunday work. Additional shifts may be periodically assigned so that total hours worked average 40 hrs per week.	40 hrs/week-average
5.	8 hrs per day/5 days per week	40 hrs/week
6.	Rover's rover. This shift will involve not less than 40 hrs per week nor more than 56 hrs per week, and shall be used to provide coverage for persons taking vacations or sick leave. Rovers' rover shall be guaranteed not less than two days off each week, averaged monthly, and shall not work more than seven consecutive days. Rovers shall not be required to work more than 50% of the unions recognized holidays.	40 to 56 hrs/week-average
7.	Such other shifts as may be developed and mutually agreed to by the parties during the term of this agreement.	As mutually agreed

B. Vehicle Coverage and Post Assignment. It shall be management's right, after consultation with the Scheduling Officer, to determine and establish the number of ambulances to be staffed at all times, and such number may be varied by time of day and

day of week, and to account for holidays and special events. Management shall also have the right to decide the posts to which these ambulances shall be assigned, post priority for dispatching, and post changes which may occur on an hourly basis. Furthermore, management may assign current management level and supervisory personnel (i.e., not unionized) to man any vehicle so designated by management, and may define the post location(s) for such vehicle(s), provided that management must make such assignments known to the Scheduling Officer prior to the conduct of any regularly scheduled shift bid process. Current Scheduling Officer to remain in position until January 1, 1983, at which time position shall go up for bid.

C. Shift Assignment. The Scheduling Officer shall be responsible for designing shift coverage plans as appropriate to obtain the vehicle coverage and post assignment requirements set by management, after consultation with the Scheduling Officer. Furthermore, the Scheduling Officer shall be responsible for conducting periodic shift bid processes to determine the assignment of the available shifts to personnel on a seniority basis. Provided, however, that management may

assign its own supervisory personnel, and the three SO's (defined in Section VI below) to shifts, vehicles, and posts prior to the conduct of the shift bid process.

D. Bid Process. The shift bid process shall be conducted once every six months, provided, however, that management shall have the right to develop vehicle coverage and post assignment plans which may change during the term for which the bid is being conducted, to account for seasonal fluctuations. In addition, management may, at its option, alter the vehicle coverage and post assignment plan at any time during the six months while a coverage plan is in effect, if it is determined that the coverage plan currently in effect is failing to produce acceptable response time results, adequate provision of non-emergency transfer service, or is causing personnel problems of a substantive nature. Should such a mid-term change in a coverage plan be necessary, it shall be the prerogative of the Scheduling Officer to determine whether a completely new bid process shall be conducted, or whether the required adjustments can best be made through negotiated reassignment of personnel without conducting a complete bid process.

E. Extra Coverage, Long-Distance Transfer Work. The above provisions of this Section V deal with the scheduling and placement of ambulances and personnel to provide regularly scheduled ambulance coverage of the city/county. However, from time to time the Department may be required by the Three Rivers Ambulance Authority to provide additional coverage at special events, additional long-distance patient transfer services, and other services in addition to regularly scheduled coverage. If called upon, the Scheduling Officer shall, on a seniority basis, and on a mandatory basis if necessary, provide paramedic personnel for coverage at special events, and for such additional coverage, the Department shall pay $6.00 per hour per person, or in any case where such special coverage is for three hours or less, a flat rate of $20.00 per person. If the Department is called upon to provide long-distance out-of-town transfer services, and management feels that such service cannot be provided using regularly scheduled personnel, the Scheduling Officer shall furnish additional personnel, offered on a seniority basis or on a mandatory basis if necessary, and personnel working these out-of-town transfers shall be paid a flat rate of $25.00 plus 25¢ per loaded mile per paramedic. For purposes of this provision, an out-of-town

transfer shall mean any intercounty patient transfer. Any transfer made within Allen County by off-duty personnel shall be paid for at a flat rate of $15.00 per paramedic plus waiting time at $5.00 per hour per paramedic.

F. On-Call Status. Every unionized employee of the Department may be required to remain ready and available for duty on an on-call basis up to a maximum of two 24-hour periods per month. The Scheduling Officer shall conduct a separate seniority bid process to determine the scheduling assignments of these on-call days, and may, if necessary, assign on-call days on a mandatory basis. The Scheduling Officer shall maintain on-call coverage in such a manner as to insure that two persons, at least one of whom is a qualified senior paramedic, 24-hours per day, seven days per week. Persons providing such on-call coverage shall be free to move about the community in an unrestricted manner provided that they shall keep a pager with them at all times, insure that the pager is fully charged, remain within reliable paging range, conduct themselves in a manner which will allow them to assume medic duties within not more than thirty minutes of notification, and

shall generally have personal transportation available to be able to report for work within not more than sixty minutes of notification.

VI. Use of S.O.'s

Management shall have the right to identify unionized employees and to assign to such employees, at management's full discretion but with the consent of the employee, certain additional responsibilities of an administrative but not supervisory nature, and to pay such employees additional compensation, determined by management, for the acceptance and performance of such additional duties. In order to allow for scheduling of personnel with such additional duties such personnel may be assigned by management to shifts as necessary to facilitate the carrying out of such additional duties, as provided for in Section V of this Amendment. Persons occupying these special positions shall be referred to as "S.O.'s," and the three individuals occupying these S.O. positions at the time of execution of this agreement shall remain in those positions, at management's option, but henceforth, management shall entertain applications from field personnel on not less than an annual basis, in order to give equal opportunity to all field personnel interested in acceptance of these additional responsibilities. However, management shall retain the right to fill these special assignment positions strictly on the basis of qualifications, as assessed and determined by management.

VII. Non-Union Employees

Non-union management employees shall, in the interest of utilization of full-manpower resources to the fullest, on occasion as well as regularly perform bargaining unit work in contravention of terms of the Master Contract. Such work shall include but not be limited to manning regularly scheduled vehicle assignment, conducting occasional emergency and non-emergency transfer work to handle or avoid peak-period overload, long-distance transfer work, and special events coverage.

VIII. New Employees Hired

Management agrees that, as rapidly as possible, a program shall be developed to upgrade all existing BLS personnel to paramedic status. In addition, no BLS persons may be hired by the Department for ambulance crew work unless such individuals are enrolled in or have signed up for and been accepted into a paramedic training program. A probationary period for any new employee of the Department whether paramedic or BLS, shall be six months, during which time such employee shall not be a member of the bargaining unit, but shall be subject to the shift schedule bid process on a seniority basis.

IX. Overtime Pay

Any work required by management of an employee in excess of that employee's assigned shift schedule shall be paid at the overtime rates stipulated below and shall not be subject to "comp time." The overtime rates for all employees are hereby established in accordance with the following table:

TABLE OF OVERTIME PAY RATES

	Base Overtime Rate	New Hires After November 1, 1981 (80% of base) Less than One yr.	(90% of base) 1 - 2 yrs	(95% of base) 2 - 3 yrs
B.L.S.	$9.60/hr	$7.68/hr	$8.64/hr	$9.12/hr
B.L.S. Paramedic Student	10.33/hr	8.26/hr	9.29/hr	9.81/hr
A.L.S. Paramedic				
Jan. 1, 1982	11.35/hr	9.08/hr	10.21/hr	10.78/hr
July 1, 1982	11.77/hr	9.41/hr	10.59/hr	11.18/hr
Jan. 1, '83 thru Dec. 31, '83	12.21/hr	9.76/hr	10.98/hr	11.59/hr

X. Time Off Required

It is in the interest of management, labor, and patient care, to provide work assignment rules which will insure that ambulance personnel are reasonably rested and refreshed at the start of each assigned shift. Therefore, the shift scheduling rules defined below shall serve to restrict management in assigning shifts to non-union personnel, the Scheduling Officer in assigning shifts and special work assignments to unionized personnel and to restrict the personnel themselves in working out shift "trades." Work performed by an employee moonlighting for another company, ambulance company or otherwise, shall for purposes of this provision be considered the same as work performed for the EMS Department. That is, it is the intent of the provisions to insure against poor performance or unprofessional conduct which may result from excessive hours and overwork, regardless of whether such overwork was performed for the

EMS Department or for another company or for a combination of these. Rules governing time-off requirements shall be as follows:

No unit employee shall work more than 16 consecutive hours unless said individual is afforded 8 hours in which to sleep, and a suitable sleeping quarters. If no such arrangements are made said employee must have at least 8 hours off, to rest and refresh him or herself before returning to work and each employee must have at least (1) one 24 hour period off work per week. In no case shall any employee work (7) seven consecutive days without at least (1) one 24 hours period off. Overtime shall be offered according to seniority. The most senior person the shift needed shall be offered overtime first.

XI. Vacation Time/Sick Leave Provisions

As of the effective date of this Amendment, the Vacation Time/ Sick Leave provisions of the Master IAM Contract shall be recognized as applicable to unionized employees of the EMS Department. However, it is the intention of both parties to negotiate new vacation time and sick leave provisions for inclusion in this Amendment over the next four months. It is the intention of the parties to negotiate vacation time provisions largely consistent with vacation time provisions of the Master Contract, except that special provisions may be necessary to provide equity in light of the fact that various employees in the EMS Department may work longer or shorter work weeks depending upon the assigned shift schedules.

In addition, the parties intend to research and investigate and negotiate sick leave provisions based upon a combination of an unlimited sick leave arrangement with a tied-in loss of wages commercially insured package. However, the parties recognize that research, investigation, and negotiations of these provisions will require more time than is available prior to the necessary effective date of this agreement.

XII. Unauthorized Absence

For each hour of unauthorized absence by an employee, an amount equal to that employee's overtime rate per hour shall be deducted from that employee's pay and paid into the Overtime Account as provided for in Section XIV hereof. If on-call personnel are called in to cover for an unauthorized absence, not less than four (4) hours shall be deducted from the absentee's pay at the overtime rate. The employee shall have this amount deducted from his or her paycheck, unless very unusual and unforeseen circumstances beyond the employee's control were the direct and obvious cause of the failure to report. An unauthorized absence, for purposes of this provision shall include but not be limited to:

A. The employee failing to show up for his or her shift without notification and authorization by the Supervision and/or the Scheduling Officer;

B. Making a personal trade in which the employee who agreed to cover fails to show up for said shift; said employee failing to show will have the deduction made from his paycheck,

C. Taking personal leave or vacation time without prior approval from the Scheduling Officer and,

D. Improper notification of illness.

It shall be the responsibility of each employee to notify the supervisor and/or the Scheduling Officer at least 24 hours in advance of any absence. Personal trades shall be made as far in advance as possible by the affected employees, and shall be granted before the trade is to take place by the Scheduling Officer and the Shift Supervisor on duty. Trades made at the last minute may be granted if said trade does not affect normal company operations in any adverse way, and there shall be no trades granted where an ambulance would be staffed without at least one qualified senior paramedic on board. No trades, vacation, or personal time shall be granted, unless first reduced to writing and no time shall be granted by verbal communications. If any employee requests and receives time off due to illness, and is later determined to have been ineligible for sick leave in accordance with Contract provisions, the Department's cost of replacing that employee during the time off shall be retrospectively calculated and deducted from that employee's pay at the overtime rate.

When an employee is going to miss work because of illness, that employee shall notify the Supervisor and the Scheduling Officer at least 8 hours in advance of his or her shift. The only exception to this policy shall be emergencies or sudden onset of an illness. Any employee waiting until the last minute to

call in when he or she should have known in advance and neglected to notify the Supervisor and the Scheduling Officer 8 hours in advance, shall remain responsible for that shift and for seeing that said shift is covered.

XIII. Scheduling Officer

In the event the Department experiences scheduling problems, excessive overtime, excessive and valid complaints about the Scheduling Officer's handling of his or her duties or other problems associated with the conduct of the Scheduling Officer, the Department may, at its option, require the position be bid, or management may reassign the duties of the Scheduling Officer to a non-union management person. That is, labor shall have the power to conduct its own scheduling so long as, and only so long as such scheduling activities are professionally conducted, and carried out in a manner acceptable both to management and labor.

However, management has no incentive to reassign the duties of the Scheduling Officer to a non-union employee, and therefore management shall not exercise its option to reassign these responsibilities arbitrarily or without cause. The duties of the Scheduling Officer shall be as follows:

A. The Scheduling Officer shall have authority to manage bid processes and schedule all personnel as necessary to fulfill management's needs for ambulance coverage, long-distance transfer service, and special events, in accordance with the terms

of this Addendum, and in accordance with the union guidelines.

B. The Scheduling Officer shall have the authority to grant or deny vacation time in accordance with provisions of the union contract. Vacation time shall be subject to seniority bid on an annual basis, with opportunity for voluntary adjustment of the vacation schedule on a semi-annual basis. However, no vacation time shall be granted which will allow more than two employees on the same shift to be on vacation simultaneously, unless extra personnel are available.

C. The Scheduling Officer shall have the authority to assign mandatory overtime and to conduct bid processes for on-call coverage as necessary to insure complete ambulance coverage.

D. The Scheduling Officer shall resolve day-to-day scheduling problems.

E. The Scheduling Officer shall cover all shifts left vacant due to illness or injuries.

F. The Scheduling Officer shall insure that labor has adequate opportunity to take accrued personal and vacation time, without disrupting normal company operations.

G. The Scheduling Officer shall utilize personnel in the most efficient manner so as to minimize utilization of the overtime account as much as possible.

H. The Scheduling Officer shall keep accurate and concise overtime records, sicktime records, and shall report any abuse of sicktime to management.

I. The Scheduling Officer shall maintain accurate records of all vacation time, earned and taken, along with personal time.

J. The Scheduling Officer shall check and record time cards and shall keep accurate payroll records.

K. The Scheduling Officer shall see that payroll slips are filled out correctly, signed, and sent to payroll.

L. The Scheduling Officer shall pick up payroll checks, check to see that these are correct before distribution to company employees.

M. The Scheduling Officer shall use best efforts to keep peace and harmony between management and labor.

N. In the absence of the Scheduling Officer due to vacation time and sick leave, the Scheduling Officer shall appoint and supervise an alternate Scheduling Officer.

XIV. Overtime Reduction Incentive Plan

The parties recognize that it shall be the responsibility of the Scheduling Officer to use best efforts to cover vacation and illness related absences, as well as unexcused absences, with "trades" and other means of providing such coverage at straight time, rather than at the time-and-one-half overtime

rate. It is the purpose of this provision to share with labor the savings realized from the efforts of the Scheduling Officer, and the cooperation of the labor force in working to reduce utilization of the Overtime Account. To provide such incentive, a projected overtime account shall be established effective December 1, 1982, and each twelve months, actual utilization of the projected overtime account shall be calculated as shown immediately below, and in the event actual overtime account utilization is less than that projected at the start of the twelve month period, an amount equal to 50% of the savings realized shall be distributed among those Department personnel, both management and labor, who contributed to reducing the overtime account utilization by providing vacation and sick leave coverage at straight time rates, or in the case of management personnel, at no additional compensation. Provided, however, that all persons eligible for participation in this bonus program shall first vote to allocate a portion of the total bonus available to the Scheduling Officer. After reducing the bonus amount by the amount allocated to the Scheduling Officer by participating employees, the remaining bonus amount shall be distributed to participating employees on a prorata basis in accordance with the number of vacation time, sick leave, and unexcused absence hours worked at straight time rates of pay (or for management personnel, at no additional pay) by each individual as a percentage of the total of such hours relieved by all participating employees. It shall be the responsibility of the Scheduling Officer to maintain complete and accurate records of Overtime Account utilization, and the

contributions of each employee in helping to save Overtime Account expenditures. The distribution of the annual total bonus from overtime savings shall be calculated as follows:

OVERTIME ACCOUNT BONUS PLAN

	1)	Projected overtime budget for year
PLUS:	2)	Contributions to OT Account deducted from pay of personnel absent without valid excuse--deducted at time-and-one-half rates shown in Section IX.
EQUALS:	3)	Adjusted overtime budget for year
LESS:	4)	Total actually paid from Overtime Account to cover absences due to sickness, accidents, vacation, personal time, unexcused absence, and shift overruns due to late relief, getting a run near shift end, or any valid reason for overtime.
EQUALS:	5)	Balance remaining in Overtime Account (if any)
÷ 2:	6)	Portion of OT savings eligible for bonus payments
LESS:	7)	Amount allocated by participants to Scheduling Officer
EQUALS:	8)	Net bonus amount to be paid on prorata basis to eligible participants

XV. Maintenance Incentive Plan

It is the intention of the parties to this agreement to develop an equipment and maintenance incentive plan, the intent of which shall be similar to that of the overtime reduction incentive plan discussed under Section XIV above. This maintenance incentive plan shall be designed to provide for shared savings in vehicle and on-board equipment maintenance costs, savings resulting from extended useful equipment life beyond scheduled

time of replacement, and reduce downtime of manned units resulting from on-duty breakdown. However, the parties recognize that the development of such a maintenance incentive plan will require additional analysis, study, and negotiation and the parties agree to negotiate in good faith to develop such a plan over approximately the next four months after the execution date of this Addendum.

XVI. Uniform Allowance

In the past, uniforms have been provided by the Department but the parties hereby agree that, effective January 1, 1982, uniforms shall be furnished and maintained by employees. An annual uniform allowance of $250 per employee shall be furnished by the Department annually, and it shall be exclusively and entirely the responsibility of the employee to acquire and maintain uniforms consistent with Department policy. There shall be no circumstances under which the Department shall be responsible for replacing clothing of personnel, even if such clothing is damaged while on duty and during the normal course of that employee's work. Furthermore, each employee shall at all times maintain a clean and professional appearance in strict accordance with Department uniform and grooming policies.

XVII. Subcontracted Ambulance Services

The parties recognize that the primary responsibility of the EMS Department is to provide emergency coverage and response, but that the Department shall also have important responsibili-

ties in the area of non-emergency transfer service. Therefore, management reserves the right to contract with unionized or non-unionized outside firms to handle the Department's non-emergency ambulance transfer service during periods of system overload or potential system overload when the acceptance of a non-emergency call may, in accordance with Department policies, unduly jeopardize the readiness of the department to perform emergency work.

XVIII. Assignment of Partners

During the shift bid process, personnel may, at their option, choose to bid shifts so as to maintain the ability to work with specific partners. However, when such "buddy bidding" practice occurs, the team shall bid in the sequence of the seniority of the least senior member of the team.

Furthermore, the parties recognize that the intense close working relationship of an ambulance crew requires mutual trust and cooperation if long-term high performance and efficiency is to be realized. Therefore, management reserves the right to require the separation of any two employees working the same ambulance unit, provided that management must have cause for requiring such separation, such cause to include but not be limited to chronic inability of the pair to get along, chronic problems with mischief, disputes with supervisors, disputes with dispatchers, complaints from hospitals, nursing homes, or

patients, or other behavioral problems which may reasonably be attributed to a combination of personnel acting as a "bad influence" upon their performance in the field.

Similarly, no senior paramedic may be required to work with any other person on a regularly scheduled shift for more than ninety days. In the event a senior paramedic requests reassignment of his or her partner, the Shift Supervisor shall attempt to resolve the problem through cooperative discussion with the parties but if such an attempt fails, the Scheduling Officer shall attempt to reassign the individual to another senior paramedic willing to accept such reassignment, and assuming acceptable revisions of assignments to other affected employees can be voluntarily achieved. However, if no such voluntary reassignment can be arranged by the Scheduling Officer, the Scheduling Officer shall cause the change to be effected during the next upcoming shift bid process, and may require the acceptance of the individual being reassigned by any senior paramedic other than the one originally requested such reassignment. In the event the second senior paramedic, after ninety days, also requests removal of the same individual, that individual shall be automatically terminated, unless another senior paramedic is willing to accept on a voluntary basis the assignment of that individual. In other words, an individual may be terminated solely due to the fact that no other employee wishes to work a regularly scheduled shift with

that individual; provided that each employee shall have the right to at least one mandatory reassignment for a ninety-day period prior to termination for this reason.

Finally, during the shift bid process any unionized employee shall have the right to stipulate his or her desire not to be teamed with another person, provided that only one such other person may be identified for such exclusion during any bid process. As the bid process is conducted, any shift previously awarded to a person of higher seniority shall be considered closed to a person of lower seniority who has been designated by the person of higher seniority to be excluded from his or her team. If during a bid process an individual is so excluded from all shifts otherwise available to that person at that stage in the shift bid process, the Scheduling Officer shall override an exclusion request selected by the Scheduling Officer and shall assign the excluded individual to a team for a period of ninety days. As noted above, if any individual has been assigned to two teams for not less than ninety days per assignment and no other senior paramedics wish to accept the assignment of this person to their team, the individual shall be automatically terminated.

XIX. Responsibility for Equipment and Supplies

The parties recognize that it is the intention of this contract addendum to promote productivity and professionalism in the EMS Department to enable the Department to compete on equal grounds and with the most efficient and best managed private ambulance

companies. An important element of professionalism and efficiency is the willingness of personnel to accept full responsibility for the equipment and supplies used by these personnel in the performance of their duties as ambulance crews. Therefore, it is hereby agreed that, at the start of each shift, the designated senior paramedic on that shift shall sign to accept full responsibility for the vehicle, on-board equipment, and supplies, and until all such equipment and supplies are either turned in at the end of the shift to supervisory personnel, or turned over to and accepted by another senior paramedic beginning a new shift, the proper care and operation of all such equipment shall be the complete responsibility of the senior paramedic.

It is the intention of this provision to make senior paramedics legally and financially responsible for the care and proper use of the equipment provided them for the performance of their duties. That is, any equipment or supplies which are damaged, lost, or stolen due to abuse or negligence on the part of either member of that ambulance crew shall be repaired or replaced at the expense of the senior paramedic responsible for the equipment at the time the damage or loss occurred. The only exception to this provision shall be damage to the vehicle resulting from its improper operation by the driver in which case the cost of replacement or repair shall be charged to the driver rather than to the senior paramedic.

In case of damage to the vehicle resulting from a driving accident which is found to be the fault of the ambulance driver, the maximum liability of the driver shall not exceed the insurance deductible owed by the Department to effect the required repairs, and such deductible shall not exceed $500.00 per accident. For lost, stolen or damaged on-board equipment and supplies, the senior paramedic shall be responsible for the full repair or replacement costs, up to a maximum of $500, unless the senior paramedic can show that he or she used best efforts to prevent such damage or loss by the other crew member, in which case the repair or replacement costs shall be charged against the other crew member.

In the event such an assessed charge exceeds $300.00, the Department shall arrange to deduct not more than $100.00 from each paycheck of the responsible party, until the debt is satisfied. Employees who desire to obtain their own insurance to cover these possible consequences may do so, and the Department shall cooperate with insurers in processing such claims. However, failure on the part of an insurance company to reimburse the Department for such claims shall not relieve the responsibility of the involved employee to make financial restitution.

In the event an employee against whom such an assessment has been charged feels such assessment is unwarranted on grounds that the loss or damage did not occur, or that the amount assessed was excessive, or that the loss or damage was not the

result of abuse or negligence on the part of the ambulance crew, the employee may appeal the assessment to the EMS Hearing Committee. If the EMS Hearing Committee agrees that the assessment has been fairly made by management, the assessment shall stand, and no further appeal shall be available. However, if the EMS Hearing Committee feels that the assessment was unfair or excessive, the Hearing Committee may recommend a reduction in the amount assessed, and if the Department accepts the Hearing Committee's recommendation, the adjusted assessment shall stand, and no further appeal shall be available. If the EMS Hearing Committee feels that the assessment was totally without validity, it shall recommend that the assessment be withdrawn by the Department, and if the Department accepts this recommendation by the Hearing Committee, the matter shall be closed. However, if the Department disagrees with the recommendations of the EMS Hearing Committee, the Hearing Committee may, at its option, submit the matter for consideration for arbitration as provided for in the IAM Master Contract. If the arbitration request is so denied, the assessment of the Department shall stand, and no additional avenues of appeal shall be available. But if the matter is accepted for arbitration, the rules of arbitration set forth in the IAM Master Contract shall apply.

For purposes of this section, any equipment or supplies checked out at the beginning of a shift, and which are unaccounted for or damaged at the end of that same shift, shall be automatically considered lost or damaged due to the abuse or neglect of

the crew, and it shall be the responsibility of crew members to demonstrate the validity of any claim by crew members that such loss or damage was due to factors beyond the reasonable control of crew members, and was not due to the abuse or neglect of the crew.

XX. EMS Hearing Committee

The parties recognize that the work of the EMS Department and the EMS personnel is highly specialized and highly technical, and is subject to review and audit by two local authorities--the EMS Foundation and the Three Rivers Ambulance Authority. Because of these extremely specialized, technical, and externally evaluated performance requirements, the parties hereby establish an EMS Hearing Committee for purposes of hearing grievances of unionized EMS Department personnel. This EMS Hearing Committee shall operate in lieu of the IAM Grievance Committee where grievances involve unionized employees of the EMS Department. Furthermore, the parties recognize that many grievance procedures appropriate to the affairs of non-EMS Department members of the IAM must be considered inappropriate, and possibly even deadly, if applied in the case of paramedic personnel. Therefore, the provisions for discipline and termination outlined in Section XXII below shall generally govern the operation of grievance procedures involving EMS Department union personnel.

The EMS Hearing Committee shall consist of the Scheduling Officer who shall chair the Hearing Committee, the three Stewards, plus one member from the I.A.M. Grievance Committee.

XXI. Discipline and Termination

The parties recognize that it is in the interest of labor to preserve the EMS Department's status as a contracted ambulance service supplier for the Fort Wayne area. If the EMS Department fails to provide clinical, response-time, and financial performance equal to that available from the best and most efficient advance life support ambulance companies in the country, the EMS Department shall be replaced by a competitively selected private provider. Thus, the best security for EMS management and labor alike is high performance, professional conduct, an excellent reputation with the general public and the health care community, and the elimination of sources of poor performance and inefficiency. Therefore, the following categories of performance problems and applicable consequences shall apply in governing the application of discipline and termination decisions for employees of the EMS Department:

A. Loss of state/local certification. If at any time, for any reason, any unionized employee of the Department is without benefit of state and local licenses or certifications required by state law and/or local ordinance for performance of the duties of that employee, the employee shall be immediately suspended without pay, and shall be given a reasonable opportunity to correct the

license/certification problem. If the license/certification problem is not corrected by the employee within ninety days, the employee may be terminated by the Department and replaced.

B. Performance dangerous to human life. Any act of misconduct, negligence or failure to follow applicable medical procedure which may be reasonably viewed by trained paramedic personnel as dangerous to human life shall be subject to immediate suspension without pay pending a review of the incident by management and the EMS Hearing Committee. Such review shall take place within two weeks after the incident. After the hearing on the matter, management may require remedial training or other corrective action, and may continue the suspension without pay until such remedial action has taken place, or may require the employee to work in a reduced capacity at reduced pay (e.g., requiring a paramedic to function as a BLS person at BLS pay) until the corrective action has been completed. Depending upon the nature and seriousness of the incident, management may terminate the employee permanently after the hearing, if the nature of the incident involved a clear threat to human life resulting from a willfull act of misconduct or gross negligence on the part of the employee. That is, no employee shall have an automatic right to endanger a second life, if the

behavior which endangered the first life involved willful misconduct, gross negligence, or clear incompetence.

C. Performance indirectly dangerous to human life.

For acts of misconduct, negligence, or incompetence which are found to indirectly endanger human life, the employee may be suspended without pay for up to two weeks on the first incident, and may be additionally suspended without pay or terminated upon subsequent incident, depending upon the seriousness of the incident and upon the employee's general record of performance. Incidents of this type may include but not be limited to: failure to obey a dispatcher directive, failure to report an act of negligence, misconduct, or incompetence by a partner or other EMS personnel, failure to follow approved medical protocol, failure to maintain equipment in good working order, failure to respond to a disptach alert within reasonable guidelines established by the department, chronic delay in returning to service after arriving at patient's destination within reasonable guidelines established by the Department, reporting for work under the influence of alcohol, drugs, in a "hung over" condition, or unable to perform their duties in a professional manner. All of these instances are of a type

which, while not necessarily directly dangerous to a particular patient's life, will if continued indefinitely, eventually endanger some patient.

D. Performance adversely affecting revenues of the Department. For any act of negligence, misconduct, or incompetence which potentially or actually has an adverse effect on the ability of the Department to generate revenues which are essential to the Department's survival may result in suspension without pay for up to one week on the first incident, two weeks without pay upon the second incident, and additional suspension or termination upon subsequent incidents of this type. Examples of this type of incident shall include but not be limited to: being rude, discourteous, or otherwise unprofessional in dealing with patients, patients' families, hospital or nursing home employees, or any other person or persons whose goodwill and future business, emergency or non-emergency, may influence the Department's financial health; failure to complete or correct patient report forms necessary to proper conduct of the medical billing and collection process; discouraging patients requesting ambulance services from being transported due to the employee's opinion that ambulance transportation is not necesary (such judgments invite lawsuits, since ambulance personnel are not qualified to

diagnose); a chronic pattern of unprofessional appearance or conduct; failure to keep equipment clean and presentable; or a general pattern of sullen and unfriendly attitude in dealing with patients, families, physicians, or employees of health care institutions.

E. Performance adversely affecting the overall public image of the Department. Performance which adversely affects the overall local or national public image of the Department or the entire Fort Wayne area EMS system shall be subject to documented reprimand upon the first incidence, documented reprimand and not more than two working days of suspension without pay upon the second and third incidences, and additional suspension without pay or termination if a chronic pattern of misconduct of this type persists.

F. Falsification of information, theft, other criminal acts. If any employee is known to have intentionally falsified information on an employment application, application for state or local certification, written report of patient care, testimony regarding the same or another employee during the process of a medical audit or hearing by the EMS Hearing Committee, or any other willful falsification of information of a substantive nature, the employee shall be terminated immediately. Similarly, any act of theft from the

department, or conviction for felony acts, whether on duty or not, shall result in immediate termination.

G. Performance which adversely affects the ability of the Department to contain costs. For any act of an employee which adversely affects the Department's ability to contain costs, the following disciplinary measures shall apply: reprimand and required reimbursement to the Department as provided for in Section XX of this Addendum upon the first incidence; additional reprimand, additional restitution to the Department pursuant to Section XX, and suspension without pay for up to two working days for subsequent incidences; and if a pattern of such incidents persist, the employee shall be terminated. Examples of this type of incident shall include but not be limited to: abuse of vehicles by driving techniques which place unnecessarily severe strains upon drivetrain and other components; abuse of on-board equipment such as throwing a "handi-talkie" when angry (such incidents have occurred in the department); failure to care for and maintain the vehicle and on-board equipment in a reasonable and proper manner (neglect resulting in theft of on-board equipment); cruising in the ambulance rather than remaining at the assigned post, thereby burning up fuel unnecessarily and accelerating tuneup and

repair costs; any chronic pattern of equipment failure, unaccounted for loss of supplies, poor mileage performance, or other pattern of excessive costs retrospectively attributable to the habits of a particular employee, the habit of being late for shift assignment, causing others additional difficulty; a chronic pattern of illness, scheduling changes, last-minute "trades," or other work habits which generally make life more difficult for coworkers and management. The parties recognize that in a department subject to heavy performance demands, but so small that one employee represents nearly 3% of the labor force, no chronic pattern of poor or troublesome performance can be allowed to persist.

XXII. Senior Paramedics

At the start of each ambulance shift, a "senior paramedic" shall be designated, who shall serve as senior paramedic throughout that entire shift. If a BLS person and an ALS or paramedic person make up a crew, the ALS or paramedic person shall automatically be the senior paramedic. If an ALS person and a paramedic make up the crew, the paramedic shall automatically be the senior paramedic. If two ALS persons or two paramedic persons make up the crew, and one of these has less than six months experience with the Department, the one with more than six months experience shall automatically be the senior paramedic. If two ALS persons or two paramedic persons,

both of whom have more than six months experience with the department make up the crew, the crew shall decide at the start of the shift which individual shall function as senior paramedic for that shift, and if they are unable to decide themselves, the Shift Supervisor or Scheduling Officer shall designate one of them as senior paramedic for that shift.

It shall be the responsibility of the senior paramedic to check out the vehicle, on-board equipment, and on-board supplies at the start of the shift to accept responsibility for such equipment and supplies at the start of the shift, to sign for supplies restocked during the shift, to direct patient care, to govern the operation of the ambulance at all times, to see to it that both crew members perform professionally, courteously, and in accordance with all operating procedures and medical protocols, to supervise the other crew member at all times, to see that the emergency driving privileges are not abused, to maintain all equipment in good working order at all times, to report any incident which comes to the attention of the senior paramedic during the shift involving misconduct, negligence, or incompetence on the part of any Department employee, to oversee the filling out and collection of all patient report forms and to correct any reporting difficiencies on his or her own time if required by management, and to generally assume full and complete responsibility for the operation of that ambulance and its crew during that entire shift. Failure on the part of a crew member who is not acting as senior paramedic to follow the

directions of the senior paramedic shall be considered a violation of Type B or Type C as generally defined under Section XXI of this Addendum.

Except as otherwise noted under Section XIX of this Addendum, the senior paramedic shall be responsible for restitution to the Department for all unaccounted for or damaged equipment or supplies during the shift period.

Every ambulance shall at all times be under the direct control of a qualified senior paramedic and no persons shall be a qualified senior paramedic unless that person has at least two years experience with the Department, or equivalent experience with a comparable advanced life support EMS provider, and unless the person has completed his or her six month probationary period with the Department, and unless the person holds an ALS or paramedic license. Effective January 1, 1983 senior paramedics must hold certification as paramedics, and an ALS certification shall then no longer suffice.

XXIII. Compensation

The parties recognize that the various provisions of this agreement substantially redefine the job description, workload, responsibility, accountability, and productivity of EMS Department personnel. Therefore, the parties recognize that an adjustment in the base salary of Department personnel is appropriate at this time. Compensation for unionized members of the EMS Department shall be governed by the following terms and conditions:

A. Shift differential. There shall be no additional compensation paid for shift differential under the terms of this agreement for EMS Department personnel. (Previously, a shift differential of .35 cents per hour was paid for nightime work, but under the terms of this Addendum, such practice shall be abolished, and no shift differentials shall be paid.)

B. Holiday pay. Under the terms of this agreement, there shall be no additional compensation paid for work performed by employees whose shift schedules fall on holidays. (Previously, EMS Department personnel providing coverage during holidays were paid a bonus payment of $75.00 in addition to their regular rate of pay. However, with the shift bid process being conducted in advance and on a seniority basis, and with "trades" being allowed, and given the salary adjustment set forth under Subsection C immediately below, the practice of holiday pay bonuses shall be eliminated.)

C. Base pay and increments. The following schedule presents the agreed upon salary schedule for the EMS Department unionized employees:

ANNUAL SCHEDULE EMS DEPARTMENT -- ALL SHIFT SCHEDULES

NEW HIRES AFTER NOV. 1, 1981

	Base Pay	80% of Base (0 - 1 yr)	90% of Base (1 - 2 yrs)	95% of Base (2 - 3 yrs)
B.L.S.	$15,700	$12,560	$14,130	$14,915
B.L.S./Paramedic Student	16,900	13,520	15,210	16,055
	Above rates to be effective January 1, 1982 through December 31, 1983			
A.L.S. Paramedic				
Jan. 1, 1982	18,500	14,800	16,650	17,575
July 1, 1982	19,250	15,400	17,325	18,287
Jan. 1, 1983 thru Dec. 31, 1983	20,000	16,000	18,000	19,000

D. Extra work and overtime. The provisions governing overtime pay set forth in Section IX of this Addendum, and the provisions governing pay for extra work and long-distance transfer service set forth in Subsection V-E of this Addendum shall apply. There shall be no additional compensation for provision of on-call status coverage, as called for under Subsection V-F of this Addendum.

E. Reimbursement of ALS--Paramedic training expenses for persons who have already achieved paramedic status. It is the intension of the Department to provide training opportunities to upgrade all ALS personnel to full-paramedic certification status over the next year at no cost to the employee. (The employee shall not, however, be compensated for time spent during such training.) However, the parties recognize that certain employees of the Department have, during the past year, voluntarily upgraded themselves at their own expense, to full-paramedic certification status, which has resulted in designation of the EMS Department by the State as a "Paramedic Provider." The Department recognizes that this designation by the State is of material benefit to the Department, and furthermore recognizes that it is not the Department's intention to, in effect, punish those Department personnel who have previously voluntarily upgraded themselves from ALS to paramedic status. Therefore, at such time as the Department has completed the design of its ALS-Paramedic Upgrade Training Program, the Department shall calculate its cost per employee of providing that training program, and shall reimburse those employees of the Department who have previously upgraded themselves at their own expense for either the actual cost to those employees of such

upgrading, or the Department's average cost per employee of conducting its own ALS-Paramedic Training Program, whichever is less.

F. Future raises. It is hereby agreed that, upon acceptance of this addendum and the salary adjustment package set forth in this Section XXIII, unionized employees of the EMS Department shall no longer bargain separately for salary increases, but shall enjoy the same provisions for increases in compensation as are available to all other IAM workers under the Master Contract. The first such applicable increases to be effective January 1, 1984.

The City of Fort Wayne

October 23, 1981

AGREEMENT

EMS

On this initial implementation, due to the January 1, start up date of the new base rate, we are going to continue to the first of January, 1982, the current shift differential payments and holiday pay provisions of the contract, also Article XIX Responsibility for Equipment and Supplies goes into effect January 1, 1982.

Please note the pre-base rates for new hires will be effective November 1, 1981.

FOR THE CITY OF FORT WAYNE

James M. Huntine, Director
Personnel/Labor Relations

FOR THE EMS BARGAINING COMMITTEE:

Guy Dusek, EMS Bargaining Committee

One Main Street, Fort Wayne, Indiana 46802

AGREEMENT BETWEEN

THE CITY OF FORT WAYNE

AND

THE INTERNATIONAL ASSOCIATION OF

MACHINISTS AND AEROSPACE WORKERS

#2569

In witness whereof, the parties have caused this agreement to be executed by their respective officers and representatives thereunto duly authorized this 28th day of December, 1981.

For The City of Fort Wayne

Win Moses, Jr., Mayor

James M. Huntine, Director Personnel/Labor Relations

Connie L. Reed, Associate Director Personnel/Labor Relations

V. Dean Chandler, Payroll Supervisor/Personnel Consultant

For International Association of Machinists and Aerospace Workers

Fred E. Roberts
Dir. Bus. Rep.

Fred R. Koverman, President

Harvey J. Meyer
Committee Member

Keith B. Simerman
Committee Member

Guy M Dusek
Committee Member

ADDENDUM A

CONFIDENTIAL EMPLOYEES

CITY UTILITIES:

Water Engineering

Administrative Assistant

Water Maintenance and Service

Purchasing Officer

Customer Relations

Administrative Assistant

Water Resources

Administrative Assistant

Project Leader

Data Processing

Project Leader

Executive Secretary A

Division of Operations

Administrative Assistant

Executive Secretary A

Consultant

CIVIL CITY:

Economic Development

Executive Secretary B

Controller

Adm. Federal Funds

Internal Auditor

Executive Secretary

Purchasing

Executive Secretary B

City Clerk

Executive Secretary A

Board of Works

Clerk to Board

Executive Secretary A

Community Development and Planning

Senior Planner

Administrative Assistant

Executive Secretary A

Police Civilians

Chemist

Darkroom Technician

Records Bureau Technician

Executive Secretary B

Information Specialist

Fire Civilians

Executive Secretary A

Humane Commission

Animal Technician

Park

Business Manager

Public Information Officer

Zoo Curator and Educational Specialist

Redevelopment

Executive Secretary

Community Development and Planning (Block Grants)

Assistant Relocation Specialist

Assistant Finance Officer

Coordinator of Fair Housing

Department Accountant

Compliance Administrator

Chief Housing Counselor

Real Estate and Relocation Manager

Special Project Manger

CETA:

Controller

Fort Wayne Coordinator

Planning Administrator

Prog/Staff Development Admin.

Public Information Officer

County Coordinator

EEO Officer

Four County Career Ctr. Admin.

Labor Relations Specialist

Management Coordinator

County Careet Devel. Specialist

Federal Accountant

IMU Officer

MIS Coordinator

Payroll/Cost Accountant

Placement Coordinator

Training Coordinator

Accountant, Internal Staff

Academic Remedial Instructor

Administrative Assistant

County Counselor

County Instructor

Monitoring Specialist

Security/Maintenance

County Office Manager

Workers Comp./Personnel Clerk

FCCC - Office Manager

Executive Secretary

Executive Secretary A

Research Secretary

Van Driver - County

ADDENDUM B

WAGE/SALARY AGREEMENT

Section 1. All covered employees will be brought into conformity with the attached scale (Table A - 1982) in the following manner:

A. Persons whose current salary/wage falls below the minimum will be brought up to the start rate.

B. All persons whose current salary already exceeds the minimum will be raised to the next step, except that no raise will be less than two and one-half (2.5) percent.

C. In no event will any salary/wage exceed the maximum for that labor grade.

Section 2. This increase will be effective with the first pay of 1982 if this agreement is ratified not later than January 15, 1982.

Section 3. Between January 1, 1982 and June 30, 1982, all I.A.M. & A.W. represented positions will be re-evaluated by a panel including two (2) Union representatives in order to correct inequities. Modifications resulting from this re-evaluation will be proposed jointly to City Council with the 1983 City salary ordinance. Adjustments

based upon these equality modifications in the approved 1983 salary ordinance will be included in the 1983 general increase.

Section 4. All employees will be advanced one step automatically on each January 1 for the life of this contract.

Section 5. Beginning January 1, 1983 and continuing through January 1, 1985 the lowest step (Start) will be eliminated and the next highest step will become the starting rate. This will serve to create a three (3) step range for all labor grades by 1986.

Section 6. The only modification to this agreement in the life of this agreement, other than those specified above, will occur if the average general increase for any other bargaining unit should exceed the average general increase for this bargaining unit. In that event, the I.A.M. Table A scales will be increased to correspond to the average difference between the programmed increase for the I.A.M. members and the other bargaining unit.

TABLE A - 1982

Labor Grade	Start	Step 1	Step 2	Step 3	Step 4	Maximum
1	3.61	3.85	4.09	4.32	4.56	4.80
2	4.06	4.33	4.60	4.86	5.13	5.40
3	4.51	4.81	5.11	5.40	5.70	6.00
4	4.96	5.29	5.62	5.95	6.28	6.61
5	5.41	5.77	6.13	6.49	6.85	7.21
6	5.86	6.25	6.64	7.03	7.42	7.81
7	6.31	6.73	7.15	7.57	7.99	8.41
8	6.76	7.21	7.66	8.11	8.56	9.01
9	7.22	7.70	8.18	8.65	9.13	9.61
10	7.67	8.17	8.69	9.19	9.70	10.21
11	8.12	8.66	9.20	9.73	10.27	10.81
12	8.57	9.14	9.71	10.27	10.84	11.41
13	9.02	9.62	10.21	10.81	11.40	12.00
14	9.47	10.10	10.73	11.35	11.98	12.61
15	9.92	10.58	11.24	11.89	12.55	13.21